

COMMITTEE ON COMMUNITY IMPROVEMENT

December 9, 2003

5:30 PM

Chairman O'Neil called the meeting to order.

The Clerk called the roll.

Present: Aldermen O'Neil, Shea, Smith, Lopez

Absent: Alderman Wihby

Messrs: M. Costagna, K. Lawson-Scully, A. Chatfield, S. Maranto,
R. MacKenzie, R. Johnson, D. Webb, K. Costello, F. Thomas,
T. Arnold, R. Ludwig, W. Jabjiniak, K. Clougherty

Chairman O'Neil addressed Item 3 of the agenda:

Presentation by representatives of the YWCA regarding building improvements.

Mr. Michael Costagna stated I come before you this evening on behalf of my client, the YWCA, in requesting funding for physical plant and infrastructure improvements to their building at 72 Concord Street. What we are asking for this evening basically is funds and we kind of leave that to your discretion for what we as an organization qualify for in the monies that you administer for the City through this CIP Committee. The building that we are talking about this evening was built in 1928. The building is a significant architectural structure as well as a vital building in the continuing renaissance of downtown Manchester but along with that it provides a significant social capital need to the City. What I would like to do is bring in the executive director of the YWCA, Katherine Lawson-Scully to talk briefly a little bit about the YWCA and its programs.

Ms. Katherine Lawson-Scully stated our programs last year reached 291 unduplicated women, men and children in the Manchester area. Our social change mission is enacted through our social service programs. The YWCA Crisis Service is the only provider of victim services in Manchester and we served 1,900 unduplicated victims last year. Eighty-two women and children were housed at Emily's Place, our shelter for battered women and children for a total of 2,900 bed nights or an average of 8 residents a day. That program is funded through the CIP process for some dollars for operation on a regular basis. The YWCA Girl's

Program Center has offered girls only programs since 1984. That program is targeted to families who can't afford other enrichment programs and most of the families in that program qualify for subsidy or free care based on family income and family size. The programs are year round so that they are meeting the childcare needs of the family. They include an after school program, vacation camps, summer camps, parent night workshops and non-competitive recreation programs. Last year their programs served 239 unduplicated children between the ages of 6 and 12. The YWCA Teen Programs have also offered programs since 1984. In 2002 these programs reached 259 teens either in the Manchester public schools or at the building at 72 Concord Street. Those programs are in the areas of recreation and leadership development for teenagers. The building at 72 Concord Street also houses the teen health clinics through a lease arrangement. That is a program of Child Health Services and on the top two floors of the building are the Antoinette Hill apartments, a HUD project that offers 23 units of permanent housing for adults with disabilities. That project has been in that building for about 25 years. The YWCA programs, as you can see, reach a broad cross-section of the Manchester community members. An investment in our infrastructure is an investment in the vital and unduplicated services that we provide for the citizens of Manchester.

Mr. Costagna stated the building itself over the years has had several Band-Aid maintenance projects to it. However, the major components of the building have been neglected for many decades. The pool structure, for one, even though the infrastructure is in good shape, the plumbing and mechanical components are in dire need of a major overhaul and replacement. However, at this point in time the decision to actually activate that pool has yet to be made. The electrical system, again, is another component. The old knob and tubing wiring along with the old fuses are what is prevalent in this building and really needs to be overhauled and brought up to current code. The existing steam boiler has been retrofitted many times over the years but in essence is obsolete. The entire mechanical system is in dire need of a complete overhaul and the steam itself uncontrollably has also contributed to the deterioration of the building. One of those areas is the envelope of the building, mainly masonry, and in the east stairwell that is depicted in your packet, one of the problems that has developed is the uncontrollable steam has deteriorated the masonry. If you are familiar with the movie "The Shawshank Redemption" or "Escape from Alcatraz" that will give you a good idea of what the nature of the masonry and the concrete is. Some of it will become powder right in your hands and is in real dire need of major renovation to also bring it up to the energy code as well. What we did or what I did was I facilitated back in April of 2000 a design charette that looked at the current programs of the YWCA, as well as its infrastructure needs and what we did was we evaluated the programs and how they get administered through the building and in light of the time restraints we have, this really is all in your packet however I will just skim through them a

little bit and the process that we went through. The limitations of the programs that the Y can administer is directly a result of the limitations of the building itself. So what we did was we went through the current list of programs. We looked at the future and wish list of the programs that the Y needs and wants to administer to the community and coupled that with the problems of the building and how to resolve them. After all of that analysis, we went through and came up with block diagrams of space planning needs that we ended up having and also we performed a very detailed budget crunching exercise where we came up with a budget back in 2000 and then when I was recontacted back this past September I redid those numbers to current day values and came up with just under a \$2 million infrastructure program for the building itself. The Y has decided collectively through its Board to take a very proactive role helping to solve their infrastructure problems, not only from a functional standpoint with the Y but also the functionality of the building itself. Making these proactive decisions will also help in creating a functional, safe and code compliant project and building. One of the other things that we are also pursuing is other budget funding sources. This is one of many funding sources that we have investigated, talked to and hoped to gain funding from. That again is in your packet. Some of the prominent funding sources are PSNH, Citizen's Bank, and the Ford Foundation. Also Senator Gregg's Office as well as Congressman Bradley's Office have been instrumental in helping us find sources of Federal funding in addition to what we are looking for. Also through the NH Community Loan Fund and the NH Housing Finance Authority for conventional loans, which will probably be the last aspect that we actually look at once grants and funding sources have been exhausted. One of the other things that we are looking at is a reality that we are probably not going to be able to get the entire \$2 million in one shot in order to do the project all in one fall swoop, which certainly would be cost effective but probably won't be likely. What we did was we went through an infrastructure priority list to see what were the most important aspects that need to be done now and what could wait and what could be phased. That is also in your packet. Obviously the entire project needs to be designed and the entire program needs to be laid out in order to go through the bidding process. The mechanical and electrical infrastructure are probably the most important aspects of this project that need to be done immediately. Next would be the building envelope repairs to walls, roof, insulation, energy code issues, etc. After that, the interior space planning and reconstruction of the interior could be done at a later time as funds became available, as well as the apartment rehab and also when the decision for the pool restoration or not to restore the pool has been made. That also can be done at a later time. So, what I would like to do to close is to bring Andrea Chatfield, who is the immediate Past President of the Board of Directors for the YWCA to give you a little bit more insight on the program and what this whole project will result in as far as the YWCA moving forward.

Ms. Andrea Chatfield stated on behalf of the Board of the YWCA we are very grateful for the opportunity to appear before you tonight to make this very important presentation. I think most of you know, but it is worth repeating that the YWCA has a very long history of service to the community of Manchester. Mike mentioned that the building was built in 1928 and that means that we have been around for over $\frac{3}{4}$ of a century. We have gone through a lot of changes during that time as has the community of Manchester and the community of women in this area. Many of your own constituents I am sure have wonderful memories of their experiences at the YWCA, both men and women, whether it was learning how to swim in the pool or stopping for lunch at a café that used to be there, which I was very surprised to find out that we used to have. Whether it is young girls who remember going through the after school program. Whether it is a victim of rape who has gone to the YWCA for assistance and has been able to lean on one of our many trained volunteers or it is a spouse who has been experiencing sexual abuse and domestic violence and needs a way to find a safe place to get their lives back on track. These are some of the vital and important services that only an organization like the YWCA can provide. The YWCA wants to continue to provide these vital services and grow these services and develop new services as the community needs them but the revitalization of the downtown area, the building on Concord Street could be an important piece of that and we want to be a part of that. There are many ways that the YWCA can continue to provide the social services and continue its mission of social change. It is a place for women in need, for children in need and for a community in need. On behalf of the Board we are very excited about this opportunity that presents itself to get this building back up to speed to where it needs to be but we can only continue the relationship with the community if we have a building that has been renovated and updated. It is a building that houses much of Manchester's heritage from the 20th century and we want to continue providing that heritage into the 21st century. Thank you very much.

Mr. Costagna stated thank you for allowing us to present our proposal to you. We will be glad to entertain any questions the Committee has.

Alderman DeVries stated I would like to address to our CIP officer, Sam Maranto, because we have had prior discussions with him to initiate how we might be able to make this project actually occur. We are looking at Federal funds if you could reiterate for the rest of the Committee the potential funding that might be available in next year's budget.

Mr. Sam Maranto stated potential funding would be CDBG funds and I believe based on the type of programs the YWCA has they would be eligible. Now you had asked basically how much money would be available. I can answer that best by historically we get about \$2.2 million of CDBG money each year. Of that

amount we dedicate about \$1.7 million to ongoing projects such as public service, central neighborhood infrastructure, administration and parks, which leaves in the ballpark about \$500,000 of what I would call “discretionary funds” to fund new projects. Of that \$500,000 I would venture to say we get double that amount in requests for funds so about \$1 million. This is looking historically. Last year, for instance, we gave the YMCA \$250,000. At this time based on historical information we generally have about \$500,000 available for projects that are new, which we then have to look at. Our requests would be due in January so we would have a better handle in terms of what we have for requests at that time.

Alderman DeVries asked and if you could just elaborate briefly while the rest of the YWCA Board is here the process that they should follow would be to repeat this presentation or...

Mr. Maranto interjected we have put out notices that the CIP process has started. This month we will get out some to agencies requesting funds and I believe they are on the list. We will also be having a series of public presentations where they can come and present it again before the Mayor.

Alderman DeVries stated in closing I just wanted to remind the rest of the Board that there are many unduplicated social service programs provided at the YWCA, critical needs for the community that no other agency is providing at this time.

Alderman Shea stated that was one of my questions that she asked as to how much we did give to the YMCA and you indicated that we gave a one-time grant of \$250,000.

Mr. Maranto replied it is a loan.

Alderman Shea asked so they have to pay it back.

Mr. Maranto answered yes.

Alderman Shea stated so in essence we didn’t give them any kind of grant, correct.

Mr. Maranto replied it was just a loan.

Alderman Shea asked when you indicated mechanical and electrical are the priorities, do you have a number in terms of how much you intend to spend in each area.

Mr. Costagna stated in the packet that you have is a line item breakdown of the budget that we did. Electrical with security is approximately \$400,000. Mechanical, including sprinkler, plumbing and HVAC is approximately \$475,000.

Alderman Shea asked so that would be your first phase is that what you are saying, about \$845,000.

Mr. Costagna answered that would be a desirable way to do this. If we only got enough to do say the mechanical end...say we only had enough to do just the HVAC and we couldn't do the plumbing or expand the sprinkler system, we could break that up. We were able to prioritize and phase the project depending on funding. We can break those numbers up if need be.

Alderman Shea stated what I am trying to get at is if the City were able to give you a certain amount you would be able to then get a certain amount from other sources in order to do the first phase and then if the City were able to give you a little more you would be able to do the second phase...that is what I am trying to get a handle on.

Mr. Costagna responded that is how we feel the project will probably run, yes.

Alderman Lopez asked what is the minimum that you are looking for. Have you calculated that? You have had some conversations in reference to the design work and that. Is that the minimum?

Mr. Costagna answered in essence we are really looking for as much as we can get. This is one funding source of many that we are going to pursue. It would be advantageous from a cost standpoint to do as much of the work at one time as possible but again being realistic we will take what we can get but we are also looking for as much as possible. Going back to your question about the design, the front-end number for preconstruction, budgeting and the actual design of the entire project is just under \$200,000. That is really the first thing that needs to happen before anything else happens.

Alderman Lopez stated in reference to what Sam said about the YMCA, the \$500,000 loan is that what you consider the same thing here or what do you consider.

Mr. Costagna responded loans to be paid back is probably the last resort after grant money funding has been exhausted. We are really looking for as many grants and gifts as possible and then on the back end with the community loan fund and the NH Housing Finance Authority...we have talked to both of them but that would be a last resort to really finish whatever we come up short with.

Alderman Lopez stated I was wondering can somebody explain to me Emily's Place and Angie's Place and I noticed here that you say men in the Manchester area. Do you take men at the women's place?

Ms. Chatfield responded no. We do serve men in almost all of our programs. For example, there are fathers in the families and we have some single fathers in our girl's program. Emily's Place is a shelter for battered women and their children and that does house only women. Those are women with particular safety and security concerns because basically there is somebody who is looking for them. It is at a confidential location and it is kept as a secure location. It is a very specialized shelter in comparison to Angie's Shelter, which is part of New Horizons and is providing shelter on a more open basis. Those are not women who are facing security concerns.

Alderman Lopez stated I know that you are working very hard to get a lot of money because I know that Alderman DeVries and myself worked for you at the Verizon. How much money did you make? A couple thousand dollars?

Ms. Chatfield responded that is right.

Chairman O'Neil asked, Sam, the program at the YMCA was a housing initiative that they had so I am guessing that there is some revenue coming in and that is why a loan was maybe appropriate.

Mr. Maranto answered correct. There have a revenue source coming in.

Ms. Chatfield stated if I can just point out for example services at Emily's Place are all free and confidential.

Alderman DeVries stated I just wanted to add to that. As we look to other funding sources we are also hoping that we will have some funding at the start-up not only to facilitate the architectural and engineering plans so we can go forward to other funding services, but also to use as leverage. The rest of the grants will be looking to see that there are other identified funding sources and it will greatly enhance our ability to receive other grants if we do have the gift from the City.

Chairman O'Neil stated thank you and keep in touch.

Deputy Clerk Johnson stated the next presentation is going to require a changeover of equipment I believe. Maybe we can address Item 6 next.

Chairman O'Neil addressed Item 6 of the agenda:

Resolution and budget authorization authorizing transfer and expenditure of funds in the amount of \$25,000 (Federal) for FY2004 CIP 810804 VISTA Coordinator Project.

Alderman Shea moved to approve the resolution and budget authorization.
Alderman Smith duly seconded the motion.

Alderman Shea stated one of the questions that I have and I am not sure if anyone is here to answer it but who defines this person's responsibility. Who is in charge of this person?

Mr. Robert MacKenzie responded this is a program that we have initiated. VISTA has been very interested in providing a number of volunteers to Manchester. In this case we felt that our Grant Coordinator could take a portion of his time and supervise those staff and VISTA agreed to pay for that time. So we are in essence helping to pay for the Grant Writer position with this money that we would be getting from VISTA.

Alderman Shea asked do these people...I don't know is it one person or several persons who are involved in this process.

Mr. MacKenzie answered I believe there are eight people involved who are volunteers and they are all paid directly by VISTA. We are actually going to have one in our office who is going to be working on various housing activities.

Alderman Shea asked so that is one of the definitions of their responsibilities. So often...and who evaluates this program? Does the Grant Coordinator, do you? How do we know as Aldermen that when we approve such a program that something is beneficial or worthwhile coming forth?

Mr. MacKenzie answered our office will evaluate the progress but VISTA representatives also come in and evaluate each one of those volunteers in their different services. There will be two evaluations and we will probably do that twice a year.

Alderman Shea asked do you give a report to the Aldermen concerning that.

Mr. MacKenzie answered we don't normally but we certainly could.

Alderman Shea stated I think it is important that we know.

Chairman O'Neil called for a vote. There being none opposed, the motion carried.

Chairman O'Neil addressed Item 4 of the agenda:

Presentation by representatives of Parks, Recreation and Cemetery Department and the project consultant (Kaestle Boos Associates) relative to the Clem Lemire Sports Complex – Memorial High School.

Mr. Ron Johnson stated I would like to first introduce the consultant. To my right I have Dick Webb from Kaestle Boos Associates and to my right Ken Costello also from Kaestle Boos Associates. They are out of their Portsmouth Office. They were hired a little over a year ago to do the Master Plan for Memorial High School. We spent a considerable amount of time meeting with the public, the School Administrators and various committees and tonight we are going to present and update the Committee. Before I get started maybe I will just talk a little bit about where we have been and where we are headed. Back in September we were ready to go out to bid for the Phase I portion of the project and we did receive communication from Alderman DeVries, which was then approved by the Board of Mayor and Aldermen to look at the possibility of having Gilbane, the current contractor working on the School Improvement Project look at this project to see if it could be included. We have spent the last couple months in a lot of meetings between City departments with Gilbane Construction. The consultants who are here today have attended most of those meetings. We have been to several of the School District meetings because they are the first Board that we have to go through to get approval. We met with Building & Sites and School Finance and I am sure most of you are aware that last night the School Board did approve what is considered the \$5.5 million option plan. With their package we did submit a letter and it was a spreadsheet that just went over the three different funding scenarios. I believe Dick Webb will explain a little bit about those and talk about the overall Master Plan and then we will entertain any questions from there. I will turn it over to Dick to review the Master Plan.

Mr. Dick Webb stated as Ron had indicated it has been a process that we have been involved with for about a year in terms of the preparation of the Master Plan. I would like to briefly review that with you and then again give you a little more detail on some of the phasing and how we got to what we call this modified Phase I. Just to orient you to the plan here, Memorial High School is located to the south or bottom portion of the image. Southside Middle School at the upper portion and then South Jewett Street again at the upper portion of the project. Essentially the Master Plan, the proposed improvements can be divided into three key areas – a central core of facilities, some northern fields that are at the northern portion of the property and then the third component are the southern fields where there are currently some existing soccer and baseball facilities. To highlight some of the

improvements proposed in the center core because that is really receiving the concentration of the intensity of the improvements, the centerpiece is a new 400-meter synthetically surfaced eight-lane track. Its position is shifted slightly to the west from the existing track facility. The key component of this new track facility though is the modification of the proportion of the 400 meters so that we can now allow a multi sport capacity of play in board of that track facility. The interior of that track is proposed to be synthetically surfaced. It will accommodate the sports of football, field hockey, lacrosse and soccer. What is proposed for a soccer width is a 215' width, full 360' championship length. So again with the reconstruction of the track we now are able to provide many more sports than currently are able to be accommodated within the existing track facility. Between the track and Memorial High School the Master Plan proposes a 2,500 seat grandstand facility that is built into the hill so there is really not any significant open space in essence underneath the grandstands. To that end at the northern end of this facility a combination storage/concession/restroom facility is proposed for the track and field complex. On the west side of the track, a 1,000 seat visitor bleacher area is proposed, along with storage buildings at the northwest end of the track facility and a team room facility that will have two rooms, some limited changing areas for officials and also restroom facilities. To the west of the team room and visitor bleacher areas are parking facilities and this is one of the key components that we heard through the neighborhood input sessions that we conducted was the need for parking and the need to provide proper and adequate drop-off and increased parking capacity for the facility. The Master Plan proposes a 120 car parking area accessed directly opposite Jobin Drive also an entrance only off of South Jewett Street where we have provided a dedicated pick-up area for parents to pick-up and drop-off participants. The north end of the property involves the reconstruction of the existing fields allowing for twin softball play, twin coincident softball play, two softball fields, full skinned infields, variations in playing dimension but again these fields do allow coincident play. Overlap in the fall and the ability to have a soccer field, a junior size soccer field inboard or overlapped to the two softball fields. The track and field events are proposed in a variety of locations. We have the high jump located inboard of the track, hammer head pole vault located at the north end of the track facility, long jump runway at the south end of the track facility, discus and javelin now through on the natural grass areas of this north field complex and the last component is shot-put and that is located at the southwest corner of the facility. Moving to the southern portion of the Master Plan, the baseball field is proposed to be shifted slightly to the east tucked in to the hill a little bit tighter to achieve a little more optimum play along the southern property line. The soccer field is proposed for expansion to the north in this area to achieve the full championship 360' play so this south athletic area is proposed to be fully reconstructed. It is proposed in the Master Plan to remain irrigated high performance natural grass turf but again the field is proposed for complete reconstruction. The phasing for the project...Ron alluded to some modifications

that we have been going through in the last several months but the original Master Plan phasing detailed a four phase concept and that was concentrating the efforts in the center core as Phase I. That area is represented by the red or by the pink color. A supplemental Phase IA provided in essence the support buildings, the bleachers and the grandstand. If you remember in any of the other presentations we talked in Phase I particularly related to the home grandstand area. It looked like we would be providing the foundations only for that grandstand and the actual seating would not occur in Phase I. The seating was occurring in the Phase IA portion of the project. The north fields are proposed in the Master Plan as Phase II and the southern fields as Phase III. The reason for that is primarily we have fields in the Phase III south area right now so from a sequence perspective, from an operations perspective we felt the need to bring the Phase II field on line and have them on line before some improvements are constructed in Phase III. Ron alluded to the work and the effort that has been undertaken by many people in the City the last several months regarding some modifications to the phasing and this graphic just illustrates what we are labeling as modified Phase I. I would just like to quickly review the scope with you of the improvements because there are some modifications in this phase from the original Master Plan. The track and field there is no change. 400 meter eight-lane synthetically surfaced track and synthetically surfaced multi-sport field inboard of that track facility. Parking for 120 cars proposed again off of Jewett Street directly opposite Jobin Drive. The home or the high school side grandstand is modified in this Phase I. It is reduced from 2,500 seats to 2,000 seat capacity. Some of the support buildings that were identified in the Phase IA are now included in this modified Phase I. The replacement storage building, the restroom/concession facility and also the combination team room, those facilities are included in this modified Phase I program. The northwest storage facility and the visitor side bleacher areas are not included in this Phase I modified concept. So those are just briefly some of the changes that we have. You can see we have kind of tried to take some pieces of Phase I and IA and combine them and reduce what we have titled modified Phase I, which represents the \$5.5 million worth of improvements.

Mr. Johnson stated we can now open it up to any questions. Again, we got to this \$5.5 million...that is what the School Board has decided they could afford for this project and we have revised the plans and tried to get a project...what they were looking for that was referred to us was they would like to get a Friday night football venue there which after this work is done they would have the ability to host football and other sports right in that center complex.

Alderman Smith stated I noticed in the southern portion of the field it combines soccer and baseball. I noticed that if you were going to put up a fence and it was only 335' to dead center and that means the power alleys would be 317', which

would be like a Mickey Mouse baseball field. I would suggest that you go along with the same situation you have now and combine the two fields into one.

Mr. Johnson replied I will defer to Dick Webb a little bit on this but we did take a look at the orientation of the baseball field and we were trying to get as much usability to have both baseball and also soccer and lacrosse overlap. As we worked with the School Athletic Directors also they are looking at this to probably host both freshman and JV and some varsity would eventually go back to Gill Stadium. In regards to dimension I will defer to Dick on that.

Mr. Webb stated we have relocated the infield as far into the hill dimensionally as we can. We are really maxed out. We have maximized this left field dimension as much as possible. The right field dimension though, were a temporary fence if a temporary fence were to be installed could be located is...there is more room. I am not sure I am answering your question though. We have more room in right and center field. We are constricted in the left field area just by the remaining dimension of the property.

Chairman O'Neil asked for clarification what is it now and what will it become.

Mr. Webb answered it plays about 285' down the left field line now and we are proposing 300' I think. We have added 15'.

Alderman Smith stated just to follow-up not because I am involved in baseball but it is a very small field and that is why a lot of the youth teams like collegiate and Babe Ruth and high school do not play at Prout Park because it is a small park. It is a nice park but if you are asking somebody 315' it is a very small field and I know that you are accommodating the soccer people but you are reducing the baseball field.

Mr. Webb responded the 315' playing dimension on the left field line is really...the soccer is not impacting us as much there as the slope in our property. The available land to the west though we don't have to play at 315'. We could expand the right field area to maybe 350'. We could make it asymmetrical in terms of its layout, its playing dimension.

Chairman O'Neil asked so am I understanding on the left field line it is what it is.

Mr. Ken Costello answered on the left field line we have expanded what we can expand. We have a pedestrian access that we need between the south end of the track and the baseball field. For a safety perspective there is a minimum dimension from that area to the foul line itself so at that point yes, Mr. Chairman, we have maxed it out. It is what it is within our available property.

Alderman Smith stated as you probably know I know the field very, very well. Another aspect of it is ADA. I am disabled and I can't get down to the field unless I come in from the Jewett Street side. Are you going to have an entrance way coming in from Weston Road?

Mr. Costello answered we absolutely will have accessible access from this drop-off that works itself down to the seating area associated with the varsity baseball field. There is access, more direct access from Memorial High School down the slope to the south portion of the property. The handicap access to the lower fields will work in a northerly direction and a switchback configuration down to the central body of the track. So, yes there is handicap accessibility to every one of these improvements.

Alderman Lopez asked did you say \$5.5 million for Phase I and a portion of Phase IA.

Mr. Johnson answered what they are referring to now is the modified Phase I, which takes into account Phase I and Phase IA and then it has been modified somewhat to conform with the School District's funding availability.

Alderman Lopez stated I am looking at the total cost of \$2,969,085 and then Phase IA the cost of \$2,181,000 but I think you took some stuff out of there. I guess my question is Ron did you go through all of these numbers to make sure because I guess my major question is what are the savings the way we were going to do it in comparison to now? If we go to Phase II and we are up to over \$7 million...Phase II and Phase III.

Mr. Johnson responded the whole reasoning to look at this was because Gilbane is currently on site. I don't know if Dick had pointed that out but they have their trailers located in their northern area. That is where their command center is for the overall school renovations project. They are going to be starting this winter on the Memorial High School addition so they have site contractors that will be there. The cost savings come about because they will already be mobilized on site and the contractors will be there. That is where we were seeing some of the cost savings by having Gilbane look at this first portion.

Alderman Lopez stated but in comparison to what we were told before and the reason we went to Gilbane was to save money have you come up with a final figure or an estimated figure of how much we are saving if we do this.

Mr. Johnson responded I think it might be a hard number to get a hold of. I think we can get some of the general costs but also what really saves is the time issue of

getting it expedited and getting it constructed in one project. We looked at as we had over at West that we had six different contracts and it took seven years to get that project done and just the escalation cost is what has really added up. That is a hard number to get a hold of. I think Gilbane has looked at some numbers and it has been on the order of about \$150,000 just in hard costs in what they are able to save and I think there are additional costs above and beyond that.

Chairman O'Neil stated if I recall the direction we were heading in was for the next two years we were only going to do the surfaces for the most part, the track and the field. There were no support buildings with it. There was no lighting with it. No grandstands. So we were probably looking just to do that middle section at the earliest four years or maybe six years to complete whereas I think optimistically we could be looking at two or two and a half years. To the best of my knowledge I know that the cost of projects go up...different communities use different numbers but anywhere from 4% to 7% in a year but the quicker we get it done the cheaper it will be to do the project.

Alderman Shea stated my understanding through the work of Alderman DeVries is that the School Department will receive money from the State in order to have that work completed. Is that correct?

Mr. Johnson responded yes. The School District did inform us that this project has been determined to be eligible for some of the State educational aid for buildings and for site work. The City would receive 30% I believe.

Alderman Shea stated so Alderman DeVries should be complimented for her work in this regard. Obviously that is a very big concern. 30% of this amount is a substantial amount of money that the School Department won't have to pay back through their particular operation and I am sure that was one of the motivating factors that caused the members of the School Board to approve this I would assume. Is that correct?

Mr. Johnson replied I believe that was brought up at the Finance Committee meeting. It does help to get the project moving along and it does save the City a few dollars.

Alderman-Elect Paul Porter asked how far is it down the left field line now.

Mr. Costello answered it is about 285' down the left field line now.

Alderman-Elect Porter asked and it will be 300'.

Mr. Costello answered yes.

Alderman-Elect Porter asked how far is it to Weston Road.

Mr. Webb answered I think it is about 30' or 40' but there is about 8' or 10' of grade change so we can't extend it...we pushed it kind of right to the toe of that slope right now.

Alderman-Elect Porter stated my question was if it is not a problem now with kids hitting the balls out of the ballpark onto Weston Road that could be a problem but apparently that is not.

Mr. Webb responded I don't know how much of a problem it is now, but it is going to be 15' less of a problem with the proposed improvements.

Alderman Smith stated you might be gaining 15' in left field but as you go down left field toward center you are gaining 10' or 15' all the way. It must be 500' to center field and 400' to right field at least and the power alleys are at least 360' or 370'. The only place you are gaining is right on the immediate left field line.

Mr. Webb responded I understand. The center and right field areas we have increased space. Admittedly, we don't have the space in the left field area.

Alderman Smith stated I don't think you should have a fence there and it would save money on the project if you didn't have a fence there and you had it the way it is now as a multi-purpose field.

Mr. Webb responded I should have clarified that the fencing that is proposed is what we characterize as event fencing, just replacement of the fencing more along the sidewalk. You are exactly correct. It is not to limit the play so to speak. It will continue to play the way it does right now.

Alderman Gatsas stated I certainly would love to believe that the distance there is only 285' but we use to practice with Post 79 there and I can tell you there weren't too many balls hit in the street and there were some pretty good hitters on that team and if we weren't hitting the ball at 285' there has to be more distance than 285' to that slope.

Mr. Webb stated I think the 285' is to the bottom of that slope and again there is an appreciable amount of distance and slope working up to Weston so the ball...maybe the balls are hitting the slope and coming back down. I am not sure. When we were laying out these fields we were working in terms of actual playing dimension not including these perimeter conditions.

Alderman Gatsas stated but to follow-up on Alderman Smith's questions to take left field right to where that fencing is now and take the slope out you would only have to take the slope out for about 20' before you got to the power outlet.

Mr. Webb responded if we look at trying to add some walls along that section to try to push that playing dimension out a bit that certainly...again with this Master Plan document we have not produced final designs for the south fields so we can certainly look at some expansion of that.

Chairman O'Neil asked am I correct in saying that based on the action the School Board has taken we are not even talking about Phase III for awhile.

Mr. Webb answered the south fields are not included in the modified Phase I that is correct.

Alderman Gatsas asked so what you are saying to me is what I am looking at up there in the shaded green, red and purple is \$5.5 million.

Mr. Webb answered correct.

Alderman Gatsas asked, Ron, what was the cost of renovation at West Memorial.

Mr. Johnson answered again it was done over six or seven different contracts but I think it came close to \$4.5 million for everything. Here the grandstands are a bit of a project. We also have a few more buildings on this project than we did at West. At West we had the one right along West Main Street, which has a concession and press box and then we have a lower field house. This one has several more so that adds to the cost. Also, the parking lots. I think everything kind of adds up. There is a little more parking here.

Alderman Gatsas asked there is more parking here than there is at West Memorial on the backside.

Mr. Johnson answered yes. The parking lot at West is around 100 spaces, that lower parking lot and this one is about 125.

Alderman Gatsas stated when you talk about the two buildings or the building that is closest to Jewett Street you said that was a team facility.

Mr. Johnson responded right. What we heard from the athletic directors from the school and also from the coaches was that at the lower level they wanted to have the ability to have teams be able...either visitor teams or the home team to be able to go into a room without going up to the high school so that is why that was

included. It also has some restrooms that would provide access for the visitors that are in the bleachers on that side of the field also.

Alderman Gatsas asked can you give me an idea of what the dimension of that building is and how many kids it is going to hold as a team room.

Mr. Webb answered I think it is 24' x 100'. It includes spaces for two football teams, a small restroom facility for each of those teams and then a small changing facility for officials.

Alderman Gatsas asked you are an official, Chairman O'Neil, how much space do you need.

Chairman O'Neil answered I appreciate that they are even talking about officials because that, to be honest with you, is an issue over at West Memorial. It is one of the few places in the State where the officials have to go to the game dressed in their uniforms because there are no changing facilities. I also understand regarding teams at half time there isn't always a place to go. At one point somebody put up a tent early on or something. I think there have been some lessons learned from West Memorial. For instance, I know there have been some Health Department issues regarding food preparation at West Memorial. I believe that has been addressed here.

Mr. Webb stated yes it has.

Chairman O'Neil stated I appreciate that they have taken the input from the community, from the teachers, the coaches, the administrators, School Board members, Aldermen and tried to incorporate them.

Alderman Shea stated according to my calculations here and I am not using Alderman Gatsas' little machine here but I would assume because of the help that has been extended that it would cost about \$3.8 million for this facility to come to fruition, at least that phase of it, if the State were to give 30%. Is that about what you are calculating for the School to contribute?

Mr. Johnson responded we would have to defer to the Finance Department but I think they would have a couple of options. They could do the full bond at the \$5.5 million and could wait...it would be a reimbursement. They don't get the money up front. The project has to be completed and accounted for. Or they could bond a little bit more and once they get the 30% back they could do another portion of the project.

Alderman Shea stated I know they include it with other things but part of that is contingency as well. Isn't there a certain amount that is included in that?

Mr. Johnson answered yes.

Alderman Shea stated so for that particular price I think that the City is probably getting a very good bargain in my judgement. Thank you.

Alderman-Elect Roy stated I have two very brief comments and then a question or one comment. As a Memorial graduate it is nice to see this project finally getting the attention it needs. One question I had for you is would Phases II and III be eligible for the State building aid, the 30%?

Mr. Johnson responded as far as I know they would be. I think the State looked at the overall project, the Master Plan, and however the City wanted to move forward with it they would fund 30%.

Alderman-Elect Roy asked two, three or four years down the road.

Mr. Johnson answered yes. All buildings and I think they consider improvements to athletic facilities eligible.

Alderman Lopez asked does the Finance Officer want to weigh in on this or does he want to make any comments in reference to the financing.

Mr. Kevin Clougherty stated I think that within the overall parameters that we laid out but we would be working with Ron on the details in the coming months and we will get back to you if there are issues.

Chairman O'Neil asked but generally speaking your department has been supportive of this process moving forward.

Mr. Clougherty answered yes. We have generally been involved but now we have more information and we will take a look at it.

Alderman DeVries stated Kevin maybe you could elaborate as well. The possibility to recapture any of this through the tuition students attending Memorial.

Mr. Clougherty responded I would be happy to look into that, Alderman, and get you an answer. I don't want to go on record tonight but that is certainly something we can consider as with the reimbursements from the State for school buildings. I think there are a lot of options to explore.

Alderman Gatsas asked Kevin can you explain to everybody on the 30% from the State that is not a lumpsum payment. That is over a 20 year reimburse.

Mr. Clougherty answered yes it is a reimbursement for expenses.

Alderman Gatsas stated this year at the State the building aid was in jeopardy of not being funded at 100%. So the proportionate amount that comes back could be different than a full 30% on the building aid.

Mr. Clougherty responded the State reimbursement is exactly what it is. It is a State reimbursement. Certainly if the Legislature decides to fund that differently or take a look at it differently or stretch out the payments they have done that in the past and we understand that but for planning purpose you have to take the law as it is currently structured and written and believe that the Legislature will stand behind it.

Alderman Gatsas asked but you are saying the \$1.5 million where Alderman Shea was going is based on a 20-year pay back and not a lumpsum payment.

Mr. Clougherty answered that is right. As you know it is a reimbursement. As we get the payments in we submit them and it has to go through a justification at the State but in the end you get those dollars over time.

Alderman Shea stated I think I understood that when they were discussing that but there are other types of foundation aid coming that have been due that tend to...well when the School Department has a particular project and it is of a 20 year duration they are catching up, the State, according to what my understanding would be so if something is due from say the year 2000 or so they would get that within a 20 year period I would assume.

Mr. Clougherty responded if they have been submitting bills for payment or reimbursement then certainly they are eligible and they will be able to get that. I am not aware of any deadline but it is not a lumpsum payment.

Alderman Shea replied I understand that.

Alderman DeVries stated I just want to be very clear for anybody that is watching this at home and Ron probably you are most appropriate to address this, the entire Master Plan as submitted came in at \$7.6 million and that plan has not be abandoned by the School Department as at least they have reassured me on several occasions. In fact what they are saying is they are comfortable committing within their Finance structure the \$5.5 million to facilitate the center field improvements

at this point in time and they are just saying that they are concerned because they are also looking to keep the tax rates down in future years...they are not comfortable today expanding beyond the \$5.5 million threshold but yet they are not abandoning the rest of the Master Plan and do anticipate completing Phase II and II within whatever that finance timeframe is. If you agree or disagree or...

Mr. Johnson interjected I would agree. In our meetings with the School Finance Committee and also the School's Business Service Officer that is what they indicated. We did have a couple of meetings with School Administration and I think after the Finance Committee and the Business Service Officer looked at their financial picture with the City Finance Department here they determined that this is what they could afford but they would probably have a better idea of future projects come this spring or summer.

Alderman DeVries stated I think one of the future projects that they have not completed their research on is the elementary capacity. They are saying that they really want to fully examine that and put that issue to rest one way or the other before they commit further to this. That is prudent and it is not to derail the total improvements on this field but just to recognize that they are being financially frugal.

Chairman O'Neil asked, Dick, the support buildings that are designed. They are designed to support theoretically three different activities going on in each of the phases? The support buildings are not designed just to support the middle phase?

Mr. Webb answered the support buildings are designed to support the entire complex.

Chairman O'Neil asked for instance concessions, restrooms and that kind of thing.

Mr. Webb answered correct. The prime driver on the restroom facility is obviously the seating capacities of the major venues but there are seats proposed in the other areas that will be added.

Chairman O'Neil asked but you could have theoretically a soccer game going on in the main field and a soccer game going on at the south end field at the same time and the support facilities, concession stand and restrooms, are sized to support that.

Mr. Webb answered absolutely.

Chairman O'Neil stated we talked about the official's room. I appreciate that. I would love to learn more about...you used a reference high performance natural turf.

Mr. Webb responded the phrase high performance natural turf simply means we do more than grade the topsoil and finish, grade and seed the lawn. It will be fully irrigated. It will have under drainage. We will be likely modifying the topsoil mix slightly with some sand to promote and facilitate better drainage. It is a phrase that I use again just to indicate a level of performance of that natural grass field that is more than simply finish, grade and topsoil.

Chairman O'Neil stated I know the School Board has asked to downgrade the seating capacity a little bit. Are all of the provisions being made for some time later if that needs to be expanded?

Mr. Webb responded the seating capacity...again the Master Plan indicated a 2,500 seat capacity on the home side grandstands. This phase proposes a 2,000 seat capacity. We are not proposing in this phase that the additional foundation work be accommodated at both ends. It certainly can be but it is not included in this modified phase.

Chairman O'Neil asked what about potential utilities running across the fields like electrical or any of that type of work.

Mr. Webb answered the utilities really ring much of the perimeter of the site, although there are some existing utilities that bisect the site. Certainly if the City decided to add additional bleacher home side grandstand seating capacities at either end there are no utilities in that area that would preclude that in the future.

Chairman O'Neil asked and if there are utilities needed for either the north field or the south field, that is being installed now if it was coming from the middle section.

Mr. Webb replied absolutely. One of the key purposes of the Master Plan is so that we can when we are building the Phase I area provide utilities and stub them at a point that they can extend in the future at that time.

Chairman O'Neil responded so we should never have to get back into the Phase I area.

Mr. Webb replied correct.

Mr. Johnson stated I was just going to, while you were on the issue of utilities, tell you that through this process the Highway Department had evaluated the existing sewer line that runs across the field and they have now determined that while construction is going on they are going to replace that sewer line so it doesn't have to effect the field. It goes right across the field diagonally.

Chairman O'Neil asked can you show that.

Mr. Webb stated there is both a major storm line that works from this portion kind of to the southwest corner. Also there is a parallel sanitary sewer line. It is that parallel sanitary sewer line that Mr. Johnson was alluding to.

Mr. Johnson stated and that work could possibly begin later this winter and into the early spring.

Chairman O'Neil stated I guess tonight you are looking for us to approve the Master Plan or accept the Master Plan and we probably need to take some action on what the School Board has approved, the \$5.5 million. I think internally our staff, the Finance Office and the Planning Office and the City Clerk would need to figure out our next steps but maybe we can keep this moving forward because I know that time is of the essence here and the sooner everyone can get started the better it will be. We are still shooting to deliver the field somewhere around the middle of August next year. I think we just...am I correct to say that we have to recognize that we will not have the project 100% complete by September of next year. It is still going to need a little bit more time after that probably until the following spring to complete.

Mr. Johnson responded that is correct and I think as far as...we would defer to the CIP office but I think we would include this project in our new FY05. The budget information just came out this week and ask that it be considered an expedited project. We would request the balance, currently \$1.1 million has been authorized in this year's budget and we would request the balance in 2005 and see if it can be expedited for the spring.

Chairman O'Neil asked and the School District has agreed on the debt service toward this on the \$5.5 million.

Mr. Johnson answered yes.

Alderman Shea moved to approve the Master Plan and project as proposed at a total anticipated cost of \$5.5 million for the modified Phase I. Alderman Lopez duly seconded the motion. Chairman O'Neil called for a vote. There being none opposed, the motion carried.

Alderman Lopez asked who is involved in this project. Is Planning, Finance, Parks...is Highway involved?

Mr. Johnson responded yes Public Works has been involved. Actually, the contract is going through the Highway Department office, through Gilbane. We are working closely with them just to get the contract signed for the project. The City Clerk sent out under separate cover a copy of the Master Plan so everyone should have that and if you have any further questions you can get in touch with us.

Chairman O'Neil stated nice job. This was well done all the way along by the department and the consultant with the meetings and a lot of good input from the community.

Chairman O'Neil addressed Item 5 of the agenda:

Communication from Ron Johnson, Deputy PRC Director, submitting a copy of the site plan and description of proposed improvements to Sheridan Emmett Park – Phase II.

On motion of Alderman Shea, duly seconded by Alderman Smith it was voted to receive and file this item.

Chairman O'Neil addressed Item 7 of the agenda:

Communication from the Director of Planning submitting a request for various project extensions, as outlined.

Alderman Shea moved to approve the request for various CIP project extensions. Alderman Lopez duly seconded the motion.

Alderman Lopez asked are we going to keep track of all of these so we don't run into the same problem as we did before.

Mr. MacKenzie answered yes.

Alderman Smith asked on Page 2, South Main Street Bridge, that hasn't been completed yet. The number is 7110A1 down towards the bottom.

Mr. MacKenzie answered I do know that the majority of that project has been done. Typically we would have a small amount of retainage in there to go through

punchlists and other issues but the majority of the work has been done. If there is a balance we will notify the Board about that.

Alderman Smith stated my intent was that there is so much construction going on I was hoping that was completed. The other question I did have was on the last one, Sign Language Interpreters for HR. It is cash for the year 2000.

Mr. MacKenzie responded this is a program that we had worked through with several organizations in order to have funds actually requested by Human Resources. The money has not been used but there is still a need for it so we have recommended that it be left open so we have those interpretive services available.

Chairman O'Neil called for a vote on the motion. There being none opposed, the motion carried.

Chairman O'Neil addressed Item 8 of the agenda:

Status of Mission Avenue.

Alderman Lopez stated I had a package sent out and in your package it might look like some stuff is scratched out but it is not really scratched out it is some highlight that I had on my copy and that is why it is gray on your copy. Mission Avenue without going into too much detail because it has been presented to the full Board and documentation on why the road wasn't laid out and Deputy Solicitor Arnold's comments to the residents of that area...I think it all boils down to basically that it is up to this Board to decide to move forward with this and direct the Highway Director to take necessary action to lay out Mission Avenue to what administrative aspect and legal aspects need to be done. I am sure he is capable of doing that along with the attorneys. I understand the cost of a title search will be about \$2,500 and that is another issue that was as a Committee...I would recommend that after hearing from Deputy Solicitor Arnold that is the number he gave me so we would have to find those funds or ask the Finance Officer to find \$2,500 to do the title search. That is where we are. It is in bad condition up there as everybody knows. We could read through all of this but I am sure you have so I would like to hear from Deputy Solicitor Arnold before a motion is made Mr. Chairman.

Alderman Smith stated Mr. Frank Thomas, Director of Public Works, said the cost would be approximately \$60,000. Is that correct, Frank? This would be to prep, base, finish and repair the road?

Mr. Frank Thomas responded that is correct. We put together material costs including legal costs and it came out to approximately \$60,000. That would involve installing some drainage and paving the roadway and putting in a cape

code burm to control the drainage. We would recommend that this minimal amount of improvements to the roadway be made as part of any acceptance of the street because without the improvements of drainage and roadway work there will be problems and potentially some liability with drainage encroaching on to private property.

Alderman Smith stated the dimensions I have here on your sketch shows unpaved 40' x 680'. Is that the gravel part of Mission Avenue?

Mr. Thomas responded that is approximately the length, correct.

Alderman Smith stated you are talking, Frank, about the drainage would you be continuing drainage down the other 600' of Mission Avenue to Bridge Street Extension.

Mr. Thomas answered no we wouldn't be. We would be looking at installing drainage on the unpaved portion right now obtaining an easement from one of the abutters and attempting to discharge that drainage I believe in a westerly direction into a wet area.

Alderman Smith stated in regards to the unfinished portion we know how this got started several years ago but the unpaved portion of the road now I asked Deputy Solicitor Arnold and maybe he can answer it and I know Mr. Porter is very, very concerned but the abutters don't own any part of the right-of-way right now or the road if we accept it correct.

Deputy Solicitor Arnold asked could you repeat that.

Alderman Smith asked the unfinished road, the abutters don't own any of that road. It is gravel right now. Can we go in and go through the process and pave it? I don't think so.

Deputy Solicitor Arnold answered no. I think that in order to do that you have to lay out the road. The statutory process to do that, which has been discussed in a very brief nutshell would require that the owners of land over which the road is going to pass all have to be notified. That is not only the actual deed owners so to speak but pursuant to statute you also have to notify anybody who holds a mortgage that is 20 years old or less. You have to notify anybody who has been a tenant for years and you also have to notify what are called reversioners or remaindermen. In order to determine who those people are, you really need to do a title search on each of those individual properties and that has been the nut of the problem here. That obviously takes a lot of effort and some expense that so far the people on this road haven't been willing to expend themselves. I would also note

that if you lay out a road unless all the various people who hold interest waive damages that you also might incur the liability to pay damages to an owner over whose land this road is going to pass. So not only do you have the expense and the effort doing the necessary legal work to have the road hearing and lay out the road but you may make yourself liable for payment of damages just as you would in any taking.

Chairman O'Neil responded you lost me. In simple terms if we wanted to move forward what would be the steps.

Deputy Solicitor Arnold stated there would need to be a petition to lay out a road drafted, which I believe has already been done. At that point you need to determine the owners of the property over which this road is going to go. In order to determine those owners you have to do title searches.

Chairman O'Neil asked and that cost is approximately \$2,500.

Deputy Solicitor Arnold replied Alderman Lopez asked me to look into what the cost was likely to be. What I did was called a couple of the outfits that have done title searches for the City in the past and asked them for an estimate. I got back one response and the estimate was \$2,500 to do the title searches on these 18 separate parcels.

Chairman O'Neil stated Frank you mentioned the number of \$60,000. That would be to do your design and your construction?

Mr. Thomas responded yes and legal.

Chairman O'Neil asked so that \$2,500 would be included in the \$60,000.

Mr. Thomas replied quite frankly we included more than \$2,500 because again as Tom mentioned there could be damages. Any or all of those abutters could quite frankly want \$500 so we did include a certain amount so that we don't need to come back and obviously if we don't need that and this project moves ahead it would be left in the account.

Alderman Lopez stated I have worked very hard with Alderman-Elect Porter and Alderman Pinard on this project. I think you have two issues here and I think Frank is going to solve the second issue. I think the first issue is to find the necessary funds so that the City Solicitor can move forward on this and do whatever he has to do according to the documents that he provided the abutters. The abutters came in and understanding what Tom Arnold told us the abutters are supposed to do all this stuff but we have to remember that nobody is willing to

take the lead out there and we have a dirt road out there. Technically they pay \$117,000 in taxes to the City of Manchester for whatever fault and as you read the document in 1987 the Board of Mayor and Aldermen said lay out the street and just for a little history I think it was determined legally that they couldn't do it as the document said. So it all goes back to Stage 1. If the Board...if the Committee here would go forward and define those necessary funds so that the administrative process can be done while Frank Thomas puts it into his budget for next year to complete the job I think that is important. I don't think we can wait for the FY05 budget and then start doing the research otherwise we are back to the same situation that has been going on for months. I would ask this Committee to do two things. One is to authorize the necessary funds so that the legal people can do the work or hire somebody to do the work and get the necessary administrative done so that Frank Thomas can come in with his budget in FY05 and lay out the street.

Chairman O'Neil asked do we know what that number is.

Deputy Solicitor Arnold answered I think probably the number that my office would need to start the necessary research to see it on the petition to lay out the road would probably be about \$5,000. That would include the title searches that need to be done on all 18 parcels. That probably would not include any damages that may be necessary. Hopefully I think that all of the neighbors here would waive any damages that they might have. Of course, they can't speak for their mortgage companies or anyone else who may have an interest in the property.

Alderman Shea moved to have Kevin Clougherty come back to the next Board meeting on December 16 with a recommendation for the \$5,000. Alderman Smith duly seconded the motion.

Alderman Smith asked, Mr. MacKenzie, is there no money in the CIP account or anywhere you can find \$5,000.

Mr. MacKenzie answered we haven't looked at it at this point. I do know that this would not be eligible for any HUD funds such as HOME or CDBG which does make it a little bit more difficult.

Chairman O'Neil stated why don't we let Mr. MacKenzie and Mr. Clougherty talk as they do almost daily in trying to help solve the problems of the City of Manchester.

Chairman O'Neil called for a vote. There being none opposed, the motion carried.

Alderman-Elect Porter stated I would like to express my appreciation for the action of the Committee this evening and I am sure Alderman Pinard feels that way as well.

Alderman Lopez asked, Mr. Thomas, you are going to present that with your 2005 budget correct.

Mr. Thomas answered yes.

Deputy Clerk Johnson stated before you move on to Item 9 just one more item regarding Mission Avenue. Our office had been asked to do a lot of research for some of the people who had come before the Board at the last meeting. One of the things that we determined in our office was that the road had been petitioned for an acceptance and layout in the late 1970's before any of those houses had been built and the Board had denied that because some of the area residents further down the line who were already there had concerns. Subsequently as I understand it from the Planning Director the ZBA had issued variances to one house and then another and another and that is how those houses ultimately ended up there and you ended up with the dirt road going by them, which is now why it is costing \$60,000 because it wasn't part of a developed plan of sorts. The Planning Director had suggested that perhaps the ZBA be informed of that so they understand when they do something what the implications could be in the future and that might be something that this Committee could bring forward to the Board of Mayor and Aldermen to just share with the ZBA. Not necessarily direct them what to do but just share the knowledge of what happens 20 years down the road.

On motion of Alderman Shea, duly seconded by Alderman Lopez, it was voted to recommend that a letter be sent to the Zoning Board of Adjustment advising of the history of how variances issued in earlier years have resulted in an anticipated costs in excess of \$60,000 to the City to properly accept and construct a roadway for the residents of this area.

Chairman O'Neil addressed Item 9 of the agenda:

Copy of a communication from Mr. Jabjiniak to Drew Weber regarding the relocation of Singer Family Park Field.

Mr. William Jabjiniak stated I have a quick communication from Mr. Weber's attorney dated today indicating that they are not prepared to respond to the issues raised in the letter, which you now have a copy of. She is in the process of reviewing it, the letter and attached documents, and she would need some additional time to look into the matter. She appreciates the patience and

consideration of the Committee. I would expect that she will be ready to go at your next Committee meeting.

Alderman Shea asked how long are we going to continue with this situation. In other words how long does it take for them to review what they indicated they were going to do?

Mr. Jabjiniak answered I think you know that there have been some changes in the people involved in the development. The attorney has had it for a week or less and she has asked for just some more time. Their engineer also wants to look at some different things and provide some guidance to them. Like I said I would expect that at the next CIP meeting you will have an answer.

Alderman Smith stated Bill I came prepared tonight. I have every Memorandum of Understanding, first agreement, second agreement and these notices were sent out individually by mail or return receipt required and all of these individuals knew about the situation and the agreement so it behooves me to understand what the problem is now. This was since November 12, 2002.

Mr. Jabjiniak responded again I am going to point to their attorney being involved directly, Parsons-Brinckerhoff now being on staff, which is a fairly recent move. We have pointed it out to them, reinforced it and asked them to respond by today and they have simply asked for some more time.

Alderman Lopez stated if they are in communication with you and that attorney is in communication I would hope that our attorneys are present if there is some type of legal...

Mr. Jabjiniak interjected if there is some type of legal issue I certainly don't hesitate to bring it to them. This was a simple e-mail correspondence today. She wrote a letter and sent it to me via e-mail.

Alderman Lopez stated I would suggest that our attorney be available if that lawyer is talking directly to you.

Deputy Solicitor Arnold stated Mr. Jabjiniak knows where to find me.

Alderman Shea stated one of the sentences on 3/11/03 at the Committee on Community Improvement states and it concerns me "we have allotted through construction estimates". I kind of wonder about that. In other words, are we going to have the same situation where they pay us but we are going to have to pay them back again? Is this one of those deals where obviously the tail is wagging the dog so to speak. Don't let us get into that. In other words, they are

supposed to pay this money up front and in my understanding of this situation, distinct and totally apart from them getting the money back after they pay it to us. I think you have to make that consideration. That is what I think this Committee feels. These people can always try to say sure we will give you the money and put it any place you want it and we are right with you, what do you want \$750,000 fine and then they take it out of what we are paying for the construction. So, please make that clean in my opinion.

On motion of Alderman Lopez, duly seconded by Alderman Shea, it was voted to table this item.

Chairman O'Neil addressed Item 10 of the agenda:

Communication from Bruce Thomas, Engineering Manager, regarding a request to install sewer service to the Junior Deb Softball field near the West Side Arena at a cost of approximately \$15,000.

Chairman O'Neil stated we had asked staff to take a look at it. I don't know if they are in a position tonight to make a recommendation.

Mr. MacKenzie responded Sam Maranto reviewed with the Highway Department a number of older projects. One of those was a small balance left in the Riverwalk project. That project when we reviewed it earlier this year with the IRS review they thought they may still need but at the present time it would not appear that they would need that. That is in the amount of about \$19,000. If the Committee did wish, that could be utilized.

On motion of Alderman Shea, duly seconded by Alderman Lopez it was voted that \$15,000 in bond funds be transferred from the 2000 Riverwalk Project to the 2004 Junior Deb Softball Field Sewer Expansion Project.

TABLED ITEMS

11. Derryfield Park Rehabilitation Phase II.

This item remained on the table.

12. Communication from Kevin Sheppard submitting a draft policy/procedure for Fleet Management/Motorized Equipment.
(Re-tabled 11/25/03. Updated from Mr. Sheppard dated 12/2/03 enclosed.)
(Note: Highway has requested this item remain tabled until the next meeting.)

This item remained on the table.

13. Derryfield Country Club Project.

(Tabled 11/25/03 and requested architect return to December meeting with recommendations.)

On motion of Alderman Lopez, duly seconded by Alderman Smith it was voted to remove this item from the table.

Chairman O'Neil stated at our last meeting we had asked Parks & Recreation along with Finance to go back and try to rework the numbers. Kevin can you update us on anything financially regarding the project?

Mr. Kevin Clougherty stated as you may recall at the last meeting one of the specific recommendations people asked us to look at was the idea of taking the term of the bond and extending it from 20 to 25 years or something along those lines. We looked at that. That does not benefit the City and does not result in the effected result that some people thought it would. There are still discussions going on. I am not going to speak for the group but from the Finance Department's standpoint the \$2.3 million is what is available. That is what the Enterprise can withstand and that is what we think is what we should be trying to get the project down to. I think there has to be more work between the groups to try to narrow that field but it is what it is. The \$2.3 million is the \$2.3 million. My understanding is they are looking at different configurations and different approaches here but I don't know if there has been a conclusion as far as what the Parks Office is going to recommend but we are still going to hold at our number.

Chairman O'Neil asked if it appears that this work is going to take a month or seven months to work out...we have bills I am sure to pay with the architect and with the construction manager. How would we pay those bills if we decided to not do anything going forward after these discussions? How would we pay those bills?

Mr. Clougherty answered we have already authorized the bond so it would come out of that and some of that may be productive because I am not saying you can't get and narrow that margin. There is some discussion that you might be able to. I think it is just going to take another bit of time for the discussions to occur.

Chairman O'Neil asked are we continuing to pay the services.

Mr. Clougherty answered my recommendation is that you should not be but I don't know that. That would be something for Parks to answer.

Chairman O'Neil asked could either one of you answer that. Are we still paying for services?

Mr. Ron Ludwig responded at this particular moment we are pretty much on the architect's dime if I am putting that the right way. He has been nice enough to try to work with us on the problems that we have had in terms of being over budget.

Chairman O'Neil asked so we will not see any bills from the architect or the construction manager for the month of December or the month of January.

Mr. Ludwig answered most probably not; no.

Alderman Shea asked how about long term now. In other words, let's assume that for whatever reason there is a curtailment of this project. Does that indicate that we will meet our obligations as it were or have met them and that there will be no financial obligations beyond a couple of months until such time as there might be some resolution to the situation? Where do we stand in that regard?

Mr. Ludwig replied I guess in my opinion according to the contracts we have presently with the architect and the construction manager we are almost at a point where we can say the project is not going to go forward based on this Committee's involvement. At that point, it would end. We would have to make some kind of settlement with the construction manager but in my opinion at this point with the architect we have paid him approximately 2/3 of the money that we owe him under our current contractual obligation and if we decided to just let the project die on the vine at this point we would probably be even all around.

Alderman Shea stated assuming for the sake of discussion that we were able at a future time to do whatever is required in order to make this project a successful one, would we be able to use the architectural input as well as whatever other monies have been dedicated to this project a plus in this regard. I mean it wouldn't be money that has been wasted but it would be money that has a little bit of positive or a lot of positive value to it or what?

Mr. Ludwig responded there are some things that the City wouldn't have to go back and do again in terms of some of the testing we have done and survey work we have done and those kind of issues but in our opinion right now basically what we own is a design that is not affordable to any of the parties, including the tenant who is shouldering 70% of the debt expense of this project. Again, I don't know if that answers your question but the architect is here and he is willing to come up and update you on the project if you so desire. I also have some comments that I would like to make prior to him making any comments as well.

Alderman Lopez stated I guess it was brought up at the last meeting we had how could we be so far off and maybe we can get to the architect again on that but this design-build project manager coming in...can somebody explain just exactly because I am hearing on the side I didn't get a chance to bid on it or who determines the open process as we have had before as sending out bids and anybody can bid if they meet the qualifications. Who actually determines that Ron you are not qualified or Mike you are not qualified and they are qualified or I don't want them because they have a bad record or whatever the case may be? Who makes those determinations? You or the project manager or the architect?

Mr. Ludwig replied this is the first shot at the Parks Department using the construction managed process. It has definitely been a learning experience I can assure you of that. From my understanding after you bring the architect on board it is a matter of then using that architect on your team to go out and secure the services of a construction manager, which is what we did. Simplistically going on from that point my understanding is that as the architect draws lines on a paper with input from the owner, in this case the tenant, the construction manager watches very closely as they are both supposed to watch the project to make sure the project comes in as close to the budget as humanly possible if not at the budget number. I think that is their charge so as the architect draws lines on the paper it is the construction manager in conjunction with the architect who is continually watching over the project to make sure it stays within the budget.

Alderman Lopez stated well within the budget was \$2.4 million and it went to \$3+ million so that is not in the budget. When did we find out it wasn't within the budget? Whose responsibility was that? The project manager or the architect? Did he come back and say let's stop right here we are not within the budget? How can he present something that is out of budget?

Mr. Ludwig responded I guess it depends who you would ask that question. If we could point in different directions and count to three to do that we would all go like this and everybody would be pointing at everybody else, Alderman Lopez. I prefer really not to go down that road. Again, I don't want to make long speeches here about the project but it is time that we probably heard about it. This project was brought forward as a result of a Master Plan for the golf course and a very tired Derryfield Country Club and I think everybody in this room heard that enough. The fact of the matter is that we started out with some good budget estimates we felt at the time at least of \$2.3 million. Just so the public hears and doesn't have to believe everything it reads in the *Union Leader* we kind of backed into the \$2.3 million with the management agreement that shared responsibility between the tenant at 70%, the general fund of taxpayer's money at 20% and the Enterprise at 10%. The reason we came to that formula was it was actually what the tenant felt he could support given his revenue stream as it relates to a monthly

allotment and also as it equates to a square footage cost that is compatible to others in the downtown area or wherever we might go to find that kind of square foot number. The 20%, which we are receiving from the general fund was to basically house the Parks offices which also take care of a lot of general fund expenses like playgrounds, tennis courts and things like that. The 10% that we effectively can pay off in the Enterprise was derived as a balance of the project understanding that we also have some responsibilities in that we will not be securing any rent from the tenant now but we will also have a responsibility to pay on a new debt expense going forward keeping in mind that we are always cognizant and trying to keep numbers down in terms of price increases to golfers, kids who ski, kids who skate and those kinds of things. That is how we came up with the formula so for anyone to believe for one second that we are here asking for more money is not going to be the case because we can't afford more money. This is 70% basically privately funded and we really can't afford any money and we would never think of coming and asking this Board for more general fund money. If the project doesn't work and we can't make it work in the \$2.3 million that we have I would put a new roof on the Derryfield and we can try to bring it up to code as best we can, which won't be inexpensive and we move on.

Alderman Lopez stated two things. You mentioned putting a new roof on Derryfield. I think there was a study if I recollect on how much money it would cost to bring Derryfield up to par with electrical and all of that. Refresh my memory. Was it \$1.6 million?

Mr. Ludwig replied it goes back to about a 1997 or 1998 study and it reflected somewhere around \$1.7 million at the time.

Alderman Lopez asked how do we put to rest the comments that I hear and calls that I have received asking why we don't just put this thing out to bid again. We own everything right?

Mr. Ludwig stated there are a couple of minor issues that would have to be worked out in my opinion. One we would be going back to the present architect, Dennis Mires, and asking him again for what in my opinion would be a more fittable set of documents and that is something that would have to be negotiated with him. Presently in my opinion we own some architectural, mechanical and electrical documents that probably are not biddable or have absolutely no chance of coming in within the budget so we are looking at some new biddable documents provided for maybe either a small cost or no cost depending on how our negotiations went in that regard. In some discussions I have had with the City Solicitor, it appears that we could if we had biddable documents possibly go out to bid according to the City Solicitor's Office in some conversations we have had.

Alderman Lopez stated I don't know if you are prepared but since you said the City Solicitor you apparently have discussed this then along that line. Could you give us at this point your best recommendation as to what we should do?

Mr. Ludwig responded well I would like you to at least hear from Dennis Mires who is here in terms of the work he has done so far. Again, I don't want to beat a dead horse but we did put together back in February, March or whatever it was what we thought were some reputable budget numbers to do this project. The tenant stands on some of those budget projections in that he still feels the project could possibly be done within those numbers. We just aren't able to bring the architect and the construction manager together in a realistic way that gets down to the number we would like to be at. However, we have other professional opinions out in the field that I am not at liberty to mention at this point who still feel that the project could be done. So here we are at \$3.2 million with the group behind me and I don't want to speak for Dennis or the construction manager, I will let them speak for themselves and here we are at a budget number that is verified by some other reputable people, which could be Monday morning quarterbacking, I understand that but how do we bring the two parties together when one is believing that we need to be at a number of \$3.2 million and that is the only way it is doable and we have others from the outside indicating that it is probably still doable in the \$2.3 million? That is the frustration I am faced with at this point. Who do we believe? I honestly believe that Dennis Mires and to a large degree Eckman are somewhat in line. It may be halfway in-between those two numbers you know if we split the difference but the fact of the matter is we are not going to more than likely move forward with this project the way that it is overbid right now. We can't bring the parties together. It is just impossible at this point and we are not asking for more money.

Alderman Lopez stated I just have to ask this of Mr. Thomas to clarify something on the construction manager because I know he does it. Mr. Thomas, when you have a construction manager how do you supervise this guy or how do you get the price down? If you say he has \$2 million and he comes in with \$3 million who makes the final decision as to what it is going to be. How does it work?

Mr. Thomas responded first of all when you are dealing with a construction manager basically what he is doing is he is acting as a general contractor more or less bidding out the various components that are going into the project. You can sit down with him and review his bids say for the electrical or plumbing work or sheetrock, etc. First of all, did he receive more than one quote for the various part of the project? Do they look reasonable? You could ask him to look at more quotes. There is a communication process. The intent of that type of procurement is that you are taking the professional architect/engineer and you are marrying his services with that of the contractor so that the contractor is planning the

constructability and making recommendations on the constructability so that again you are marrying the professional, the actual contractor and theoretically arrive at a project that is cost effective.

Chairman O'Neil asked Ron do you know who prepared the original budget and do you know when that was.

Mr. Ludwig answered there were a couple of different budget estimates from different architects along the way, Alderman O'Neil. One was from the City side. If you remember we were looking at the project in a different light initially whereby we thought we might move the building or we thought we might be a part of the building and we thought the Parks office could be moved over to the north end of the lot so in all fairness to the architect that we used on the City side whose numbers were significantly higher...

Chairman O'Neil interjected what was that number.

Mr. Ludwig responded well we had numbers up close to \$4 million to do the whole project, which included the maintenance building too at that point because that was a charge he was given at that time. So in fairness to him...

Chairman O'Neil asked how did we ever come up with this number of \$2.3 million. That is what I am trying to figure out.

Mr. Ludwig answered \$2.3 million came from a fairly reputable architect in the City of Manchester and priced out by a couple of people in construction management.

Chairman O'Neil asked so it was not Mr. Mires who gave us that number but it was another architect.

Mr. Ludwig responded correct.

Chairman O'Neil asked and you priced this out with two other builders.

Mr. Ludwig replied actually one other construction manager was also done on behalf of the tenant. We also asked Tim Clougherty...I think you may remember that if he could get us a price from a general contractor that the City had in its employ and he did come back with one number at that time and it was about \$3.4 million, a budget number.

Chairman O'Neil asked so Tim Clougherty said it was about \$3.4 million.

Mr. Ludwig responded no Tim Clougherty got a quote from a general contractor.

Chairman O'Neil asked what was the number...you had another architect originally on board and you put it out to a builder. What was that number?

Mr. Ludwig answered I believe the architects came back with a range of \$1.9 million to \$2.3 million high and this was substantiated by the construction manager that he used to price it out as well.

Chairman O'Neil asked do you remember when that was.

Mr. Ludwig answered that was before, Alderman O'Neil, the management agreement was formulated.

Chairman O'Neil responded I am just looking for a time – June of or February...what was the year to begin with. Do you remember?

Mr. Ludwig replied it was 2002 is my guess and probably in the later part.

Chairman O'Neil asked so the fall of 2002.

Mr. Ludwig answered oh yes I would say so definitely.

Alderman Smith asked, Ron, in the letter you sent on November 24 on Page 16 of the Derryfield Management Contract 2/13/02 and one of the things and that is why I went the way I did is it states “from the Board of Mayor and Aldermen of the City of Manchester additional finances to which the agreement be held in the Board’s sole discretion.” In other words, this is in there and that is why I assume when you met before us you were looking for additional funds. I pursued it with Mr. Clougherty and everything else like that and it wasn’t in the City’s best interest going from 20 to 25 years. If anybody is looking for a scapegoat I would like to know where the construction manager is tonight.

Mr. Ludwig answered he is here.

Alderman Smith stated I would like to ask him several questions is that okay.

Mr. Ludwig responded I believe he is behind me.

Chairman O'Neil asked why don't the construction manager and Mr. Mires come forward.

Alderman Gatsas asked, Ron, how much have we expended to date because maybe that was asked and I missed it but what have we paid and what do we owe as of today on that project.

Mr. Ludwig answered we have paid Dennis Mires \$160,000 for services so far. If the project is to move forward for construction management and administration we would owe him about another \$40,000.

Alderman Gatsas asked so if we terminated everybody as of today, all bills would have been paid including the construction manager.

Mr. Ludwig answered the construction manager has not been paid a dime up to this point.

Alderman Gatsas asked is he owed anything. Has he submitted a bill?

Mr. Ludwig answered the Solicitor is looking at it. It looks like it is probably around \$10,000.

Alderman Gatsas stated so it is \$160,000 plus \$10,000 so \$170,000. So if we terminated that agreement then we would have to take the \$2.3 million and deduct about \$170,000 from there or say that we are going to spend \$2.3 million plus \$170,000? Either or?

Mr. Ludwig responded I still look at it like the architectural fees, the \$203,600 are in the \$2.3 million.

Alderman Smith stated it seems like there is a little bit of a dispute and I could be wrong between the architect and the construction manager. Is there a dispute with figures or renovating the project so we could get...actually I can remember the owners going from 61% to 69%, which I certainly agreed on. I have to be truthful with you. I can't believe you would be off almost \$1 million on your estimates when in April the cost estimates were there and in August they weren't. Could you answer that for me, either one of you?

Mr. Tony Spagnolo of Eckman Construction stated to address your first statement, I don't think there is any dispute between the architect and the construction manager as to the estimated cost of what has currently been designed. In fact, I was at the last meeting here and I think I heard Dennis Mires get up and make comparisons about the cost of this project to the Senior Center and other projects that are being built in the area at this time and approximate costs per square foot. The \$2.3 million was a budget that we inherited once we were selected as the construction manager so we had absolutely nothing to do with putting that budget

together. We simply responded to, with estimates, designs as they were being developed by the architect. We back in July indicated that the project was well over the \$2.3 million and that something was going to need to be done. Way back in July we suggested that there was a problem with the budget.

Alderman Smith asked if that was the case you didn't go back and redesign right away and try to cut down the square footage to try to make it fit you know between the two parties, the architect and the construction manager.

Mr. Spagnolo answered I don't do the design. I report on what the costs are and make recommendations on maybe what individual elements are adding or attributing to the higher costs. The decision to move forward, the decision to include or exclude those items once my information is given is not my decision. I am there to provide the information and that is exactly what I did. I can tell people or report to people the information but I can't make them believe it or tell them what to do with it.

Alderman Smith stated maybe we should hear from Mr. Mires.

Mr. Dennis Mires stated I am the architect that has been working on this project. We were hired as the low bidding architect, low bidding qualified architect early on in this project and indicated at that time with our fee and fees that others were presenting that this was an underfunded project. Because of the nature of the management agreement, the budget in our mind was a little fuzzy. We understood there was a fixed amount indicated by the City or bonded by the City but that there may also be a participation on the part of the tenant, which was ill-defined. We then set about...I also want to point out that our fee also included the maintenance building which has since been designed, constructed and paid for to clarify the fee question. We then set about working with the committee, which included Parks and the restaurant folks to achieve their goals and come up with a budget number, which we did in July with the assistance of the construction manager. That budget number was in the neighborhood of \$3.2 million for construction. There was a feeling that because it was a budget number we could bid it and we would realize some savings. We were authorized to proceed and there was probably a little time between that point and when we finally engineered the drawings and got the bid. The bids came in higher than that number. Since then, we have been working hard with the committee to get the basic building, which satisfies their program, which is a 20,000 square foot building for which the breakdown is in your packet and represents \$2.8 million of construction. That was the breakdown you requested last week and you also requested the impact on whether we start in the spring or in the fall and it is the recommendation of the design team, along with the construction manager to minimize cost impact on the project starting first thing in the spring is the most desirable.

Chairman O'Neil asked can I stop you there. I was the one who asked that question. I didn't see that in a response, a price for that.

Mr. Mires answered the estimate that has been generated is dependent really on market conditions between...assuming the market stays the same we came up with a winter conditions estimate assuming an August 1 start.

Chairman O'Neil asked that is the \$2.8 million. What is the number if you started in the fall, this past fall? Well let's move forward. What is the number if you started April 1 and what is the number if you started September 1?

Mr. Mires answered the number starting April 1 is \$2.8 million. The number based on the estimate of average winter conditions, not like a severe winter of last year, but we would anticipate a winter conditions cost of approximately \$35,000.

Chairman O'Neil asked to start the project in the fall.

Mr. Mires answered correct. Starting August 1.

Chairman O'Neil stated I didn't mean to...I was the one who asked that question.

Mr. Mires stated I just wanted to answer the questions that were raised at the last meeting. The only other issue is that as Ron has indicated again the difference of opinion about the current estimate, which is an estimate at this point...we have not bid the \$2.8 million revised scope. It is a detailed estimate and we are confident we can make the revised scope and the revised specs buildable for the \$2.8 million construction value. Others on the Committee think that if we bid it out we can do significantly better.

Chairman O'Neil asked can someone just identify who the building design committee is that is referenced on one letter here.

Mr. Ludwig answered at this point we started out at the recommendation of this Committee with search teams and such. It has basically gotten down to the tenants or the owners, Mike Lanoie and Bill Laberge, myself, Ed Mires has been at every meeting and we have been meeting almost every Thursday, John Urte who is the Vice President, I believe, of Dennis' firm has been there at every meeting and taking the minutes and on several occasions Dennis himself as needed. John Daloyer has been in attendance at every meeting from Eckman's office.

Chairman O'Neil stated so it is Parks & Recreation, tenants, architect and Eckman Construction.

Mr. Ludwig responded on a regular basis we have notified both Finance and the Facilities Manager to see if they would like to attend as well. We tried to keep them in the loop. They are both busy groups. They have made some appearances. If I could just continue for one second so I can set the record straight, again having been very new at this process and I certainly know a lot more about it as it exists now, I want to bring something not only to the attention of this Committee but to everyone else, including some of the people who are sitting behind me. On July 16 I requested from the architect some budget numbers. Up to that point we really hadn't seen much. We were doing a lot of talking, both the tenants and to some degree the owner. I am not going to tell you that I was pounding on the table about some of the things that were being discussed in terms of the amenities of these buildings but I will tell you that on July 16 I cornered the architect and asked him to please have the construction manager get us some budgetary numbers so we could all speak more intelligently about whether we should be building more amenities into this building or we should start taking them out of this building. On July 23 I was afforded from Eckman a budgetary figure of \$3.2 million. In that number it reflected a little bigger building, which we really in my opinion hadn't discussed but it went up a little bit. That is the creep I think we are talking about. The other thing that went up a little bit was the size of the deck.

We had some sun issues there and I think that was some additional creep that they were talking about. My point is here that at that time when we were \$3.2 million and they were budgetary figures we continued to be told that these numbers once they were bid would more than likely improve. No one said significantly but they would improve. From that point we went to \$3.7 million. I would ask the question in this process where are the built-in controls? I didn't see a lot of them taking place because if we kept giving orders to build something far more significant than what the dollars allowed I don't think from the way I understand the process to work that we should have been allowed to go there. I think it should have been quick from someone to say you fellas don't have the money to build this and you need to be talking about something less significant than what we are talking about so let's reverse the process at \$3.2 million and let's not get up to \$3.7 million. Since that time we have come back to \$3.2 million, which we severely value engineered the building maybe to the point where it is not acceptable to the tenant. I don't want to speak for him. He is here and he can speak for himself but I think that is the point we are at now. We feel we are getting what may be a less than quality building, not a frill building but a less than quality building. That may or may not be true but that is the feeling amongst some of the members of the Committee.

Chairman O'Neil stated the gentleman from Eckman said that approximately in July...

Mr. Ludwig interjected the 23rd.

Chairman O'Neil stated well he didn't mention a specific date. He mentioned the month of July. He made the comment that they knew then, Eckman knew the budgeted number was too low. Dennis, you said you knew it when you were brought on Board. What was that date? You made a comment that you knew the budget wasn't good. Do you know when that was? Ballpark month?

Mr. Mires responded I think we were making proposals in late spring of this year.

Chairman O'Neil stated if I may I would like to go to the last page, Ron, of the handout that was included in our packet. Construction is \$2.8 million contingency. That seems like a reasonable number. We have the architectural fees of \$203,000. What is the additional \$70,000?

Mr. Ludwig responded that was Mr. Mires' proposal so I would let him answer that one.

Chairman O'Neil asked what about the owner expenses of \$20,000.

Mr. Ludwig answered my best guesstimate again is that was Dennis' scratch sheet at the time but that was for some testing allowances and things that might not have been covered at that point.

Chairman O'Neil asked, Dennis, would you like to answer on those two items.

Mr. Mires answered the additional architectural services is what we proposed for redesigning the \$2.8 million scope from the \$3.2 million or the \$3.7 million where it ended up.

Chairman O'Neil asked so your original fee of \$203,000 when you did that work that brought it to what number, what construction number. \$3.2 million or \$3.7 million?

Mr. Mires answered I am not sure I understand.

Chairman O'Neil stated well you made the comment that the \$70,000 is to redesign from a number. What was the number that the \$203,000 got us?

Mr. Mires responded that was the design and construction of the maintenance building and the contract documents for the original round of bidding on the clubhouse.

Chairman O'Neil asked what was the dollar figure.

Mr. Mires answered it came in at \$370,000.

Chairman O'Neil responded so you had to go back and redesign it and that is what you are requesting the additional \$70,000 fee and that would be to bring it to the \$2.8 million.

Mr. Mires replied correct.

Chairman O'Neil asked what is the owner's expense on that.

Mr. Mires answered generally when we do a total project budget we include testing, which is concrete testing, independent testing of concrete compaction and those kind of things on site and generally there is an allocation for placing the bond that is allocated to this project. I don't know if that is in or out of your \$2.3 million but those are the kind of expenses that would fall under that category.

Chairman O'Neil stated, Ron, according to this document from Mr. Mires there is no budget for furniture and equipment. We don't know...

Mr. Ludwig interjected it is our understanding that Enterprises are charged for building permits. I think that was a question mark there. If my memory...I don't have the document in front of me...

Chairman O'Neil interjected furniture and equipment, building permit and builder's risk insurance were the three items.

Mr. Ludwig stated the builder's risk insurance was a contention between the construction manager and Harry Ntapalis who felt that the City always gets it but I think we were working through that. The other issue was a permit. If we ever came close enough to the budget I think I would have approached the Board of Mayor and Aldermen and asked them for relief in terms of the building permit. Even though we are an Enterprise and according to past practice I guess of this Board Enterprises are expected to pay for permits or that is my understanding at least but we had intended to come back in here but quite frankly never did it only because we are really not even close to the budget number anyway.

Chairman O'Neil asked what about furniture and equipment. That is City side?

Mr. Ludwig answered that is tenant.

Alderman Shea stated so I am straight in my thinking here, Alderman Gatsas raised the question of the amount of money that we are obligated to spend and it is approximately...if for whatever reason there was a discontinuance we would have spent \$170,000 is that correct.

Mr. Ludwig responded approximately.

Alderman Shea asked now of that amount how much are the tenants who were involved in this obligated for. Are they obligated for any money at all?

Mr. Ludwig answered no.

Alderman Shea asked nothing at all. In other words all of the money would have to be borne by the bond? May I ask Kevin a question? Again Kevin for the sake of discussion we have a bond out there for \$2.3 million. It is already out there is that correct?

Mr. Clougherty answered it has been authorized but not sold. We did not include that in the bond issue that we just raised because we weren't sure.

Alderman Shea asked so we have not sold any bonds.

Mr. Clougherty answered not sold it but once you give the authorization that is the ability to drawn down.

Alderman Shea asked well do we necessarily then have to have a bonding of \$2.3 million if, in fact, there is a discussion as to whether or not we should continue with this.

Mr. Clougherty answered ultimately if you decided that you did not want to go forward with this, the balance of the bond issue would be reallocated to other projects.

Alderman Shea responded I am sorry but I didn't follow you.

Mr. Clougherty stated it would be reallocated by the Board. We would ask for a vote of the Board to reallocate some of those funds to other projects or reduce the amount of debt that you would be raising in say the next CIP.

Alderman Shea stated so in essence what you are saying is what that we would not have to have a bond for \$2.3 million and for whatever reason we could then try to raise certain funding that would obviously pay our obligations but not necessarily a long-term bond.

Mr. Clougherty responded your first question was what would we have for bills that we have to pay – the architects and the contract manager. I am not certain that that is entirely the City's responsibility but we would look at that going forward. Say it is and you have to pay \$170,000 for all of those. When you pay the \$170,000 that would come out of the \$2.3 million bond issue and the balance of the bond issue would then be reallocated for other capital projects.

Alderman Shea replied that is what I was wondering. You could reallocate it for other pressing needs that we might have at this time?

Mr. Clougherty responded if that is what the Board decides. Now understand that a portion of that is backed by the Enterprise and we would have to prorate that but it would be allocated to other projects, perhaps under Enterprise projects but we have not sold them.

Alderman Shea asked so we could then use that money for other types of Enterprise situations is that correct.

Mr. Clougherty answered that is right.

Alderman Lopez stated Ron I think you made a statement that the construction manager presented you with the preliminary project and extended the deck and did a couple of other things. Could you clarify that in my mind? Did he add to the project? Is that what you are saying?

Mr. Ludwig responded again when I asked for some...I believe it was about July 16 that I asked for some budget numbers. Up to that point it was still the architect drawing and the construction manager basically trying to get something he could put his arms around to be able to price. That is the way the process moved along. I finally raised the question as we need to know where we are going in terms of dollars so that we don't come to the next meeting with the tenants asking for additional items or the City asking for additional items when we know that we are already over budget. Let's know what it is. At that point, the construction manager came back with a number of I believe \$3.2 million. In there were some adjustments related to the square footage of the building where there were some recommendations to do a little bump out in the foundation or whatever that didn't raise the square footage of the building a lot but a little bit, let's say 300 square feet. The point being at that point let's not talk about bigger buildings and more amenities, let's talk about smaller buildings with less amenities because we are already \$3.2 million on July 23, however, at that point I was also being told by the architect that we are too far into hard lines being drawn on construction documents and for us to turn around at this point would be costly and basically not doable.

So, I was faced with we either move forward with the documents that are now somewhere near substantial completion, at least far enough along that we couldn't turn around to look at redesign at that point or saying well at least give us some drawings that we can go out and get prices for Mr. Construction Manager. At that point, that happened and those numbers came in at \$3.7 million. I don't think that they were officially shopped but they were some pretty hard drawings so I never was given any guaranteed maximum price. I have received all of the documents from the construction manager relative to the buy-out in all categories. We are in receipt of those as of about a week ago or so, maybe a little less. I haven't had a chance to go through them all but they have been provided in booklet fashion by the construction manager. That is basically the way that...

Alderman Lopez interjected I have one more question for the construction manager just to clear up things in my own mind. I guess it goes back to a question I asked Ron. How do you answer people who say I can do that project better or I can do the plumbing or the electrical and don't have an opportunity to bid? How do you work as a construction manager? Do you have the sole discretion as to when you go out and determine that Mike Lopez is not qualified in my book so he doesn't have any experience or...can you just give me a little information on how you did this project.

Mr. Spagnolo responded everybody has the opportunity to bid. The project is being done with public funds. There was advertising that was done that the project was going to be bid. We have been in business in this area for 30 years now. We have a database of thousands of contractors and sub-contractors that are all extended the opportunity to bid. So, the bid requests go out to all of those people. There were some special requests by Michael Lanoie to include certain people that he had worked with in the past. All of those people were included in the bidding process. It was completely open to whoever wanted to be involved in the project. This was only a \$3 million or so building. I know that we are debating that but it is not a \$25 million building so most people are qualified except for the people obviously that work on residential homes. It was a completely open process. I don't know how many hundreds of bids we got. There was a comment made earlier about getting a minimum of three bids in every trade. I think you would find that if you went through the information that we had that we did, in fact, do that. Just one item to clear up here. The \$3.2 million that we came up with originally I think everybody needs to understand that the documents were very incomplete at that point. Ron probably was chomping at the bit to get some handle on where we were at that point. We were chomping at the bit to see some information because everybody gets in trouble when they start to look at square foot costs. You really need to price a specific design. Design drives costs. Site drives costs. The program that the restaurateurs were looking for drives costs. All of those things drives costs. The \$3.2 million that we came up with in July

was based on maybe 30% drawings and our expectation of what might be added when the drawings were completed to 100%. Well in fact what happens generally when you get a number is things always get added. They never get subtracted. For example we had never even seen any or very little if any information on the HVAC systems and the electrical systems that were going to be designed for this building. We, in fact, got those just a couple of weeks before we were going to have bids due on the entire project and those were two items that initially caused the largest overage and the reason why the number went from \$3.2 million to \$3.8 million.

Alderman Lopez asked in your professional opinion, Mr. Mires...we are not going to give you any more money. What would you say about this project? What should we do?

Mr. Mires answered we have said that given the current scope and the current revised specifications that we could build the project for \$2.8 million. We would go out and bid it and expect to realize some savings. In our opinion we are not going to realize substantial savings meaning hundreds of thousands of dollars. That is our opinion. There are other opinions that believe we will get a substantially better price. The only way to test that is to bid it but in our opinion we are never going to get to...what it basically amounts to is varied contingency and so on \$2 million or less for construction and we are currently saying it is realistically \$2.8 million.

Chairman O'Neil stated we keep talking \$2.8 million but yet the true total cost of this project is \$3.2 million even with the \$2.8 million number.

Mr. Mires answered that is correct. It is \$2.8 million for construction.

Chairman O'Neil asked but the total amount...so we are still off \$900,000.

Mr. Mires answered that is right. It means that with your \$2.3 million the construction value is \$2 million or less and we don't see that happening.

Chairman O'Neil stated I have a question for both the architect and the construction manager. Somebody just over the weekend told me that building materials, especially lumber, has just absolutely gone crazy. Is this generally a wood frame building and has that affected some of the pricing on this and are there other building materials that affected the price?

Mr. Mires answered it is generally a wood frame building. You are absolutely correct that lumber has gone through the roof and plywood has gone further than that but I will let Tony address those issues.

Mr. Spagnolo stated the cost of plywood tripled in the last two or three months. What you used to be able to get for \$7 or \$8 dollars a sheet is now \$25 a sheet. That obviously contributed to some of the added costs.

Chairman O'Neil asked not just plywood but any lumber correct.

Mr. Spagnolo answered right. The plywood actually is less stable than the dimensional lumber but they have all gone up. The other thing that has gone up dramatically and I think probably everybody is aware of this is the cost of insurance. Workman's compensation insurance has increased dramatically in the last several months. As people get reevaluated or renew policies people are looking at 30% or 40% increases in workman's compensation as well as medical insurance and other things. So all of those obviously are contributing where half of the project costs, total construction costs, is generally labor and you are starting to add 30% or 40% to workman's compensation you are adding significant dollars.

Chairman O'Neil stated well you both come from reputable firms. It is like this project was doomed coming out of the starting gate. We never had a good number to work with and that to me is...I am wondering if we should have pulled it back a lot earlier than starting in July. It seems like it was doomed from the start. That is what I am hearing here.

Alderman Shea asked are you suggesting, Mr. Chairman, that we pull it back.

Chairman O'Neil answered I don't know. Maybe we should have a little more discussion.

Alderman Gatsas stated I have some questions of the tenants.

Chairman O'Neil called Mr. Lanoie and Mr. LaBerge forward.

Alderman Gatsas asked when you gentlemen first came to this Committee initially I think back in November or December was your first presentation I believe at that time you indicated to the Committee that you had an architect and a builder draw some initial plans and you had a builder bid them. That is from my recollection. Now maybe it has been awhile and I may have had a senior moment.

Mr. Mike Lanoie answered Berard Martel Architectural Firm bid...we contacted them to take a look at sizing the building properly for Parks and the restaurant and function room, determining the best location for it, and coming up with a budget to build it. He came up with a building, the colonial looking building that you first saw. It was a rectangular with a couple of jogs in it. It was located on the East

Side of the parking lot as it was felt that would be the best position for the building. We contracted with Cornerstone Construction to come up with a budget, which is when he came up with a budget of a low being \$1.9 million and a high being \$2.2 million.

Alderman Gatsas asked now at no time did you ever believe that if you came in here with a price of \$2.3 million that if the price...that knowingly in the back of your mind that you knew it was going to be \$3.2 million that you thought for one second that the City was going to \$3.2 million initially.

Mr. Lanoie answered no, not at all and for a number of reasons Alderman Gatsas. If you get to the point where you go to \$3.2 million or \$3.5 million or \$3.7 million you are talking, square footage wise for us at 69% it is not affordable. It is over market rent.

Alderman Gatsas stated so I guess the easy question to ask you would be this. If the City had the ability to say to you as a tenant we have bonded \$2.3 million and anything over \$2.3 million to build what you presented back almost a year ago over and above that that you would be responsible for that is that something...

Mr. Lanoie interjected that is basically what the agreement says now.

Alderman Gatsas replied right but what I am saying is that...

Mr. Lanoie interjected but the basic building has to come in at \$2.3 million or less.

Alderman Gatsas responded correct but I guess I am back to that point. I am saying that if you could turn back the clock and came to this Board and said that we would take the responsibility of anything over \$2.3 million, that it would be your responsibility, is that something that you would have entertained?

Mr. Lanoie answered possibly.

Alderman Gatsas asked is that something that you would entertain today if you had the ability to get your own design and your own builder to build the building.

Mr. Lanoie answered possibly.

Alderman Lopez stated I know where the Alderman is going but Parks can you afford the 100% of the \$2.3 million instead of the 69% - the bonding aspect of it. Can you afford 100%?

Mr. Ludwig stated I don't think I am following you.

Alderman Gatsas stated that is not what I said. My indication was that if we had the ability to allow the tenants to build and design the building as they had come forward with their intentions of a year ago because obviously they had an architect and a builder give them a price that if they could get that same builder and that same architect to do the scope of work at \$2.3 million would he take responsibility of anything over \$2.3 million. He said possibly.

Alderman Lopez responded that is correct. I just want to make sure in my own mind would he still pay the 69% for the \$2.3 million?

Mr. Lanoie answered correct.

Alderman Gatsas stated I go back on my request that has been hanging around for some four years and that is the new procurement code that would allow the City to do some different things.

Chairman O'Neil stated that is exactly what was done here – something new. We were led to believe that this was going to be the best way to bring this particular project forward.

Alderman Gatsas asked but we are still waiting for the procurement code that might allow a tenant to do something differently if he wants to take the ability of doing that and the responsibility of anything that may be there and above the \$2.3 million. Now with some discretion of maybe Parks watching over that but I think that obviously he came before us in good faith back in November saying I had a builder, I had a design engineer that gave us some ideas and it is \$2.3 million and that is why the last time we were here I couldn't understand with the past experience of Mr. Lanoie and building how he would have been off by almost 50% because it wasn't \$3.2 million, initially it came in at \$3.8 million and that is about 50% away.

Mr. Lanoie stated if you take a look at the major components of the building – for example we were talking about the mechanical design and how the construction manager was waiting for that to get completed so he could include it in the price. Now I was led to believe that the mechanical costs would come in somewhere between \$15 to \$20 to \$22 a foot. If you do the calculations that is about \$400,000. When the design came back they said the low bid on it is \$820,000 and the high bid is \$1.2 million. You can see how in one minute when we get that one particular design in it adds almost \$500,000 to the cost of the project. It is not like we could see this thing escalating from Day 1. This was a bombshell to us.

Alderman Gatsas stated I am sure that since the last time you met with this Committee you have probably been out talking to various construction companies and various architects about doing a vanilla building

Mr. Lanoie responded I have.

Alderman Gatsas asked have they come in and given you numbers that you could live within that \$2.3 million.

Mr. Lanoie answered basically what I have done is I have talked to a developer and contractors, took the existing floor plan that we have and incorporated it into a more traditional colonial style building, asked them to contact their sub-contractors and to budget it out the best that they could.

Alderman Gatsas asked did they come up with a number under the \$2.3 million or at least the \$2.3 million.

Mr. Lanoie answered they came up with a number around \$2.3 million.

Alderman Gatsas asked so the question that I initially asked you...

Mr. Lanoie interjected I think Alderman Gatsas at this point we have seen some numbers at \$3.7 million and \$3.5 million and I am hearing \$2.3 million and \$2.4 million yes it could be Monday morning quarterbacking but I think we should find out. That is why I am suggesting that we send it out to bid. It is not going to cost us anything. You have \$1 million in discrepancies between these numbers. I think to be fair to everyone we ought to check it out.

Chairman O'Neil asked are you saying take the design that is done now and bid that.

Mr. Lanoie answered take the changed design, not the original.

Chairman O'Neil asked what changed design.

Mr. Lanoie answered the one he is working on now.

Alderman Gatsas stated that gets you to \$2.8 million.

Mr. Ludwig stated and we would still be negotiating with Dennis Mires to see what additional fees he would like to see come forward. The next question becomes, Alderman O'Neil, and if there is a suggestion anyone has here, we basically can't use the mechanical design that we received that Mike just alluded

to. It is in our opinion and we have been trying to find a good answer for why it got designed that way and some of it had to do with building loads and variations but we really couldn't go out to bid with a mechanical design like that so that leads us to believe that we would either have to try and Dennis had a couple of suggestions in terms of maybe...I think he called it performance constructed, not necessarily design-build because that can lock you in it is our understanding to a particular contractor but maybe we could handle the mechanical and the electrical components of the bid documents a little differently. I am still a bit fuzzy on that but that is what we are being led to believe. However, we would definitely need a redesign of the building.

Alderman Gatsas stated but I think again we have to be careful where we are going because if we get back into a redesign of the building it is not done under the guise of who is going to build it. We could be right back to the same mousetrap.

Mr. Ludwig responded I think you are absolutely correct and I think that it would be up to the City and the tenant to more or less lay out the program and the specifications that we have received from some other sources and lay that out to the architect to make absolutely certain he is designing with all of those items in regard so that we don't...

Chairman O'Neil interjected why wasn't that going on during this whole process.

Mr. Ludwig responded in my opinion it was, Alderman O'Neil.

Chairman O'Neil asked then why are we going to do it...

Alderman Shea interjected if we are already obligated to a certain amount of money, \$10,000 for the construction manager and so forth would that be under the \$2.3 million, which would mean that there would be a certain obligation on the part of the tenants to make up that difference if, in fact, there would be construction costs that would have to fall below a certain amount meaning if you are anticipating that the total project is going to be \$2.3 million but we are already obligated to almost \$170,000 somehow that has to be included in the scenario before we decide which direction this thing is going in.

Alderman Smith stated we have a good construction manager and everybody up at St. A's thinks the firm is first class and we have the architect and we would like to do everything we can but there is no money in the coffers here. I was wondering Kevin if you had any ideas. I would have to have this tabled. I would like to have it go on to another meeting to see if we can come to some resolve. Have you got any ideas or any speculation like going into the year 2005?

Mr. Clougherty responded again I think the Committee is hearing some of the concerns that we heard in the last two weeks since you asked us to get involved in this. We are always of the opinion that you should bid. You hear that from us all the time. I think you have spent some dollars already to date to get to a point and for whatever reason you haven't got the exact documents that you need to bid out. What I said earlier is I thought we were a couple of weeks away from negotiating something here and we could come back to the Committee. I think we could come back and give you a schedule and a critical path on how you can get this out to bid and what the dollar amounts would be so that you could once and for all test the market and see who is right here and what the actual final number is on this thing in terms of the construction schedule. That would be my recommendation to you. Let the staff go back and try to work out a final proposal for the next meeting that says this is how we can get this bid and what the cost would be and what the schedule would be. At that point the Committee would have some hard numbers in terms of what this is to get done and I know that the Chairman had some concerns about the schedule of when it might be done so we might look at it a couple of different ways if you did it in May or August. At least then you would have some real numbers that you could look at and vote up or vote down.

Chairman O'Neil stated I have a concern about starting this project in April because I know the calls we get now regarding the golf course when they are out there. I think the timing when we planned this out was right to start in August and move through the fall and into the winter and into the spring. I would be very concerned about starting this project in the springtime because I know we are all going to get the calls.

Alderman Shea stated for the tenants sake you are looking at four people who may not be on the Committee at the next meeting. Ron, you know that the Committees change and the Mayor has the prerogative to appoint different people to the CIP Committee so you may be discussing points here that you may have to rehash with other people who will be sitting here recommending things to the Board. I just want you to know that.

Alderman Lopez stated I just want to go through this. We have \$2.3 million. The tenant is going to pay 69% and the City is going to pay the rest. If we go out to bid for this, whatever it comes in at you are saying you would pay the difference. Is that correct?

Mr. Lanoie responded not exactly no.

Chairman O'Neil stated we can sit here all night. I think we need to put this on the table. I think Alderman Shea makes a very good point. We can do a \$105

million school project and get costs under control but we can't do a \$3 million building. Something is wrong somewhere and I still don't know what it is. Maybe this project was doomed from the start.

Alderman Lopez asked can't we at least authorize them to go out to bid and get some final numbers as the Finance Officer indicated.

Chairman O'Neil asked, Mr. Mires, can the documents that are prepared be bid.

Mr. Mires answered no.

Chairman O'Neil stated that is one of the reasons this construction manager process works because they work along with the designer. What percent are the drawings on the building?

Mr. Mires responded we are at 100% for a building that is over budget. We need to redesign certain aspects of it to get it to the \$2.8 million budget estimate that we could then bid to see if it is going to come in at \$2.3 million or whatever you want.

Alderman Gatsas asked Dennis what is the timeframe that you are talking to get those plans to a position of \$2.8 million.

Mr. Mires answered approximately six to eight weeks.

Chairman O'Neil asked and am I correct, Dennis, that in all fairness there is a cost to that.

Mr. Mires answered yes.

Chairman O'Neil stated I think we need to put this on the table, everybody take a deep breath, see who the Committee is next time and see what direction they want to go.

Alderman Lopez asked and you want to just let them sit around until then.

Chairman O'Neil stated well first of all I wouldn't spend any more money on this project. That is the first thing.

Alderman Shea moved to table.

Mr. Ludwig stated I think if there is any way...we have literally sat through hours of meetings debating the differences back and forth. I still think that Dennis is open to a little bit of negotiation in terms of the redesign. We have had some

discussion but if they aren't finalized...I really think the best way to move the project forward at this point is to let it go out to bid and see if we can get it to that point. I think with the redesign if he could do it in six to eight weeks with some input from Mr. Lanoie and Mr. LaBerge and ourselves...again the City hasn't really been the issue. We are in a very plain Jane basement level situation. Yes, it is going to cost us a little bit more but not significantly to find out who or what is really going on with the \$1 million project here. My suspicion is maybe it comes in halfway in between but something isn't jiving here.

Chairman O'Neil asked and if it comes in halfway in between where are we.

Mr. Ludwig answered I don't want to speak for Mike Lanoie but you could be dead in the water. From the beginning the tenant has known that he is going to have \$200,000 to \$300,000 to \$400,000 in amenities. That is in the management agreement and that is related to equipment in the restaurant – tables, chairs, bar stools, knives, forks...he has that. The vanilla box that the City is trying to build, he is aware that he is responsible and always has had to be responsible for overages in that regard. I can't speak to how much he can bite off in terms of those overages - \$100,000, \$200,000 or \$300,000 but I can tell you it isn't \$1 million.

Alderman Gatsas stated I certainly don't want to speak for Mr. Lanoie, I am sure he is capable of doing that himself but I don't know if I were sitting in that chair if I would want to pick up the overages of \$2.3 million if I couldn't control my destiny. In other words if I couldn't control the building contractor or if I couldn't control the design I don't know if I would want to step to the plate and say sure I will pick up whatever is over \$2.3 million but if I had the ability to control the design and the building process...in other words if he could come back at your next Committee meeting to whoever may be sitting here and say here is what I have in front of me that I am willing to say we can live with this whether that is a six or eight week project out. Then he is controlling his own destiny. You may want to speak for yourself.

Mr. Lanoie responded we certainly would have to have some control if we were responsible for all of the money above the \$2.3 million.

Alderman Lopez stated it is also a City building.

Alderman Shea stated according to the newspaper every one that was questioned, including the Mayor, does not want to spend one penny more. I was quoted in the paper as saying well you know...misquoted as it were. I was misquoted and I want that plain. I was misquoted but nevertheless there are misquotes that are always in the paper concerning different Aldermen so I am one of the group but

my point is that you mentioned that it would cost the City a little bit more. Would you elaborate on a little bit more Ron? When you said if we continue this process it will cost the City a little bit more what is a little bit more?

Mr. Ludwig responded at this point you have a sheet in front of you that said the additional costs required by the architect to get to \$3.2 million were \$70,000. I believe Alderman O'Neil asked that question and I believe that was that number. We have gone back and forth in terms of what that number could get down to. Today we got it down to \$35,000. You asked the question so I am answering you. That is in. I would like to think that we could get it lower. I would like to think that we could get it to zero. I would like to think that we could ask Dennis Mires to provide within his budget the construction management fees on this project. When we had a discussion like that today he more or less indicated to me that as the architect if he was to do the redesign for the additional dollars that he would have a professional and legal responsibility to stand behind the project in terms of visiting the site for construction management and that he would probably do that. I am not going to speak for Dennis Mires. You can ask him those questions but I would like to still think that the City could get its \$203,600 worth of work out of the architect, get a biddable set of plans that we could go out with and we may have to tweak the mechanical and electrical a little bit but I still think we can go out and get it. The only way we are going to settle this dispute at this moment and satisfy the gentleman to my right who is paying 69% of the project, which is substantial, get the City out from underneath a very despicable building I might add and a dangerous one although we made it a little safer recently by moving the other maintenance people out of it, is to go out and bid the project and let's find out and with that bid we would let the set of specs that we are getting from other people in the construction field, plug that into the design that Dennis Mires would provide, hopefully for a reasonable amount of money or within the budget that we have and move forward.

Alderman Gatsas asked do we have within our scope or this Committee's scope to...we have a set of plans right now that are designed at \$3.7 million so those plans are done and if we wanted to go to bid at \$3.7 million those plans are ready to be bid on. Is that correct?

Mr. Ludwig answered I believe that is true.

Alderman Gatsas asked do you within your scope of this Committee have the ability to take those plans, put them out to bid with eligible bidders coming back with design changes for a lesser cost. That would not be an incurred expense for the City. In other words, if I took those plans and said I can take this \$3.8 million and design it with these changes and do that project for \$1.5 million maybe the City says well we would like at least electrical fixtures in the building and wiring

and not have to worry about an outhouse. I am just saying do you as the Chairman of this Committee have the scope to take those plans and put them to bid with the understanding that maybe you could alter those plans coming forward with a bid at a lesser cost?

Chairman O'Neil responded I think how this process was determined was by the full Board so only the full Board could change that. The full Board said hire an architect and do it by construction management. That is my belief. Tom, I don't know if you agree with that.

Deputy Solicitor Arnold stated it was a full Board action so I think you would have to go back to the full Board.

Chairman O'Neil stated I don't think this Committee has that power. Number one I hate to put him on the spot and I am not going to ask him to speak tonight but Frank Thomas has been through more...and I am not volunteering you for this Frank but I would just be interested Frank in all of your years I don't know if you have ever seen anything like this but I would be interested, for me, and I am asking you publicly tonight if you could just put your thoughts down on paper. Some suggestions on what we might want to do here. You have tens of millions of dollars of projects. Something is wrong here, gentlemen. Something is wrong and I still can't get to the bottom of it.

Alderman Lopez stated I still think that we should take the Finance Director's recommendation to go out to bid because waiting is not going to do anything. These people are not going to be able to do anything.

Chairman O'Neil responded we can't take a project that has been designed for \$3.7 million and think the...

Alderman Lopez interjected well they have to redesign it.

Chairman O'Neil asked are we going to authorize \$70,000 to redesign it.

Mr. Ludwig responded I don't think we are at that number.

Chairman O'Neil replied Ron that is the number we have here.

Mr. Ludwig responded perhaps you could ask Dennis to have an opinion on that.

Chairman O'Neil stated this thing seems to change daily now.

Alderman Lopez asked can get the truth here. I am confused.

Chairman O'Neil stated I have a piece of paper that was presented that says \$70,000.

Alderman Lopez asked, Mr. Mires, is it going to cost \$70,000 to do a redesign.

Mr. Ludwig answered I don't think either the tenant or the City agreed to that. That was a number that he provided on that paper but we had no discussion about that particular number. Contingency? Fine. \$20,000 for testing? Fine.

Chairman O'Neil asked how can numbers be presented to us if there has been no discussion on it. I didn't create this packet. This was sent from the department.

Mr. Ludwig answered those numbers were provided by Dennis Mires, however, there was no agreement in terms of the \$70,000.

Chairman O'Neil stated this is dated November 6 I think. I don't know how information can be presented to us if it is not correct.

Mr. Ludwig responded I think the overall number was so far off that the \$70,000 was a very little part of where we were trying to get to with the entire project quite frankly.

Alderman Shea stated I am just going to go in a different direction. The Derryfield Country Club as we know it needs improvement. Is that correct?

Mr. Ludwig responded that is correct.

Alderman Shea stated and the estimate for improving everything without any indication of private tenants or people involved here...if it needs to be upgraded to the point where it is presentable and passes whatever State laws we have to have passed, what would the cost be.

Mr. Ludwig replied I am going to make an educated guess because I think Alderman Lopez asked me to reflect on the Master Plan that we did five or six years ago now. You are probably looking at in excess of \$2 million and you don't really get a very usable building at that price in terms of the way that Mr. Lanoie would like to do business for a 200-seat banquet facility.

Alderman Shea responded we are not talking about...you mean you are including him now as a tenant.

Mr. Ludwig stated if we were to go out and...if the Enterprise was to go out and bond \$2 million on its own it wouldn't be affordable without the 69% from the private developer anyway.

Alderman Shea asked so basically you can't repair it as it is now without help from the tenant.

Mr. Ludwig answered you most certainly can. You can repair anything that is old, however, it then becomes is it repairable for a cost effective number and then usable to fit the program of the person who is going to operate a business. In other words, I would not ever suggest to this Committee or anyone in the City that we repair the building for \$2 million on an Enterprise or a general fund side or any other way because it isn't affordable. The only way we came up with this is because 70% of the funding is going to come from a private source.

Alderman Shea asked so what you are saying is if we don't do anything and we cut this project right off now then everything will stay the same as it is now.

Mr. Ludwig answered no. The Enterprise will have to put a new roof on the building at a minimum and do some other significant repairs.

Alderman Shea responded that is what I was asking.

Mr. Ludwig replied right we would have to do some things, Alderman.

Alderman Shea asked and you don't know how much that is.

Mr. Ludwig answered we could lose \$250,000 in the building just trying to keep us dry.

Chairman O'Neil stated Ron and somebody on the street asked me this, we could theoretically tear down that building and put up a very, very small building with no full service restaurant, vending machines, correct.

Mr. Ludwig responded I believe you could do that.

Alderman Lopez stated I still want to go back to the bidding and I think in understanding the \$3.8 million design work that they already have in place I would like to move that we send this to the full Board and ask for permission from the full Board to go back out to bid with the instructions as to what type of building we would have at Derryfield. Let the people come in and say what price they would do it at?

Chairman O'Neil asked are you suggesting that we ask Mr. Mires to redesign the project before it goes out to bid.

Alderman Lopez answered no.

Chairman O'Neil asked so you are saying as the drawings stand today.

Alderman Lopez answered yes. Am I correct that it is at \$3.8 million?

Mr. Ludwig responded the anticipated from Eckman is \$3.8 million.

Alderman Lopez stated we have the plans and we can send it out with instructions as to the individuals that are bidding what they could build this building for.

Chairman O'Neil responded you are not going to save. It is going to be well over \$3 million.

Alderman Lopez asked well what can they cut out.

Alderman Gatsas stated if we get it at least to the Board level I think what you said is the decision was made by the Board on how to do this so if we get it to the Board level and the Board decides to send out that design work of \$3.8 million with a caveat that says if you can come back with a design that falls less than \$3.8 million what design changes would you make on the bidding process that would fit the needs of the City, the tenant and whether the construction manager would approve it.

Chairman O'Neil stated I don't think you can do that legally even if the Board voted for it.

Deputy Solicitor Arnold stated when you go out to bid under State law you have to treat all prospective bidders equally. Going out and saying here are documents and please let us know what changes you want to make and what the savings are and what the price will be is not treating the bidders equally because nobody has an idea of what they are bidding on.

Alderman Gatsas stated if we are telling bidders here are the documents you make whatever changes you believe you can make for less and bring that forward I don't know how we are not treating all bidders the same because maybe one bidder might say we are going to use a four plug outlet or use a two plug outlet instead of a four and that may reduce the cost. I think we are using the ability to have whatever contractor wants to come forward with changes that say here is what we

are proposing, what can you build it for and what changes would you make to build it at that.

Chairman O'Neil responded I don't disagree with where you want to go. That would be if we put out a RFP and said we want to build a 20,000 square foot building and you tell us what would be in it I think we would be okay but that is not where we are at with this thing. That is the problem.

Alderman Gatsas stated that is a great idea and if you wanted to bring that to the Board I would second that motion.

Chairman O'Neil stated if that is what the Board wanted to do we would need to stop this process now, pay all the bills and then put out an RFP to do exactly that. I don't know...that would need some work too. That is maybe an approach with this but I don't believe we can take this process and start...in another month we are going to have a new Board. It is not going to change all that greatly. There are only a couple of new members. Committees could change. I just don't see us solving this problem before the new Board gets sworn in.

Alderman Lopez moved to table this item.

Alderman Shea asked what are we tabling.

Chairman O'Neil asked what about continuing to spend money.

Alderman Shea stated I would add an amendment that we spend no more money and that whatever process the new Board wants to take as far as the CIP Committee...we should spend no more money on this process.

Chairman O'Neil asked are you okay with that as part of your motion.

Alderman Lopez answered yes.

Alderman Shea duly seconded the motion.

Chairman O'Neil called for a vote on the motion to table and not spend any more money on this project. There being none opposed, the motion carried.

14. Communication from Robert MacKenzie, Planning Director, regarding a request that the City consider making various safety and aesthetic improvements along Dean Avenue at a cost of \$9,800.
(Tabled 11/25/03 pending review by Public Works requesting report back at December meeting.)

This item remained on the table.

There being no further business, on motion of Alderman Shea, duly seconded by Alderman Smith it was voted to adjourn.

A True Record. Attest.

Clerk of Committee